

UNITED STATES DISTRICT COURT
for the

Eastern District of New York
Brooklyn Division

COGAN, J.

JUAN PABLO CHAVEZ, SUI JURIS

) Case No.

CV 19-165

(to be filled in by the Clerk's Office)

Plaintiff(s)

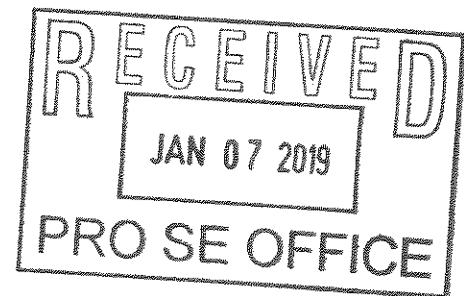
(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

APOLLO GLOBAL MANAGEMENT LLC;
TWENTY-FIRST CENTURY FOX INC.;
JOHN/JANE DOES 1-99; et al.

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)



COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	JUAN PABLO CHAVEZ, SUI JURIS
Street Address	1602 BELLE VIEW BLVD
City and County	ALEXANDRIA, FAIRFAX
State and Zip Code	VA 22307
Telephone Number	(302) 566-JUAN
E-mail Address	JCHAVEZ@ALUMNI.BERKLEE.EDU

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No.

Name	APOLLO GLOBAL MANAGEMENT, LLC
Job or Title (<i>if known</i>)	248.9 billion USD (2017) Alt. Asset "Managers"
Street Address	9 West 57th Street, 43rd Floor
City and County	New York, New York County
State and Zip Code	NY 10019
Telephone Number	+1 (212) 515-3200
E-mail Address (<i>if known</i>)	sambartsumian@maiiland.co.uk; stone@apollolp.com

Defendant No.

Name	TWENTY-FIRST CENTURY FOX, INC.
Job or Title (<i>if known</i>)	Nepotistic mass media marauders of Chavez' limited monopolies
Street Address	1211 Avenue of the Americas
City and County	New York, New York County
State and Zip Code	NY 10036
Telephone Number	(212) 852-7000
E-mail Address (<i>if known</i>)	jparker@21cf.com

Defendant No.

Name	KURTZMAN CARSON CONSULTANTS LLC
Job or Title (<i>if known</i>)	Peter Hurwitz, interlocking directorate
Street Address	599 Lexington Ave # 3901,
City and County	New York, New York County
State and Zip Code	NY 10022
Telephone Number	(917) 281-4800
E-mail Address (<i>if known</i>)	info@keelle.com; peter.hurwitz@coremediagroup.com

Defendant No.

Name	AMERICAN IDOL PRODUCTIONS, INC.
Job or Title (<i>if known</i>)	TV Series Production Company that has not paid Chavez
Street Address	2900 West Alameda Avenue, Suite 800,
City and County	Burbank, Los Angeles County
State and Zip Code	CA 91505
Telephone Number	(818) 748-1196
E-mail Address (<i>if known</i>)	suzanne.lopez@fremantle.com

et al. See INVOICE

Defendant No.

Name	NEG OPERATIONS INC d/b/a CORE MEDIA GROUP
Job or Title (if known)	"Intellectual Toilet" #1
Street Address	1071 Avenue of the Americas,
City and County	New York, New York County
State and Zip Code	NY 10018
Telephone Number	212.784.7770
E-mail Address (if known)	peter.hurwitz@coremediagroup.com; thennings@apollolp.com

Defendant No.

Name	AP NMT JV NEWCO B.V. d/b/a ENDEMOL SHINE GROUP
Job or Title (if known)	"Intellectual Toilet" #2
Street Address	MediArena 1,
City and County	Amsterdam, Netherlands
State and Zip Code	1114 BC
Telephone Number	+31 20 893 9000
E-mail Address (if known)	sophietl@endemolshine.com boudewijn.beusmans@endemolshine.nl;

*ET AL. SEE INVOICE
FOURTEEN*

The Defendants designated herein as "John/Jane Doe 1-234" are presently unknown to Plaintiff Chavez, who therefore sues said Doe Defendants by such fictitious names. The Doe Defendants are believed to be individuals or entities that infringe Chavez' rights described in detail herein, either as independent contractors, suppliers, agents, servants or employees of the known Defendants, or entered into a conspiracy and agreement with the known Defendants to perform these acts, for financial gain and profit, in violation of plaintiff Chavez' protected rights. Plaintiff requests leave of Court to amend this complaint to set forth the true names, identities, and capacities of the Doe Defendants upon ascertaining the same. The Doe Defendants and the known Defendants are referred to hereinafter collectively as the Defendants.

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (check all that apply)

Federal question Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

U.S. Constitution 1 (8) 8; Progress Clause

15 u.s.c. § 1125; 43a of the Lanham Act; 15 u.s.c. § 12; 15 u.s.c. § 1-38; Clayton & Sherman Act

17 u.s.c. § 106A VARA; 17 u.s.c. § 101 et seq; Copyright Act

18 U.S. Code Chapter 96 RICO act, 18 U.S. Code § 1584 Sale into involuntary servitude

Title 11 - Restructure Bankruptcy

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, (name) Juan Pablo Chavez, is a citizen of the

State of (name) Virginia

b. If the plaintiff is a corporation

The plaintiff, (name) see Exhibit "A" (Rewriting Roland to Serve...), is incorporated under the laws of the State of (name) ... Indigent American Writers and Inventors, and has its principal place of business in the State of (name) *nation for Karl Amerel*

All things physical come from the intellectual

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, (name) Please pierce their corporate veils?, is a citizen of the State of (name) "The British are coming! (foreign nation) The British are coming!" Or is a citizen of

b. If the defendant is a corporation

The defendant, *(name)* *see Exhibit "B"* is incorporated under the laws of the State of *(name)* *Delaware, inter alia*, and has its principal place of business in the State of *(name)* *New York, inter alia*. Or is incorporated under the laws of *(foreign nation)* *NLs, UK, Luxembourg, Germany*, and has its principal place of business in *(name)* *New York*.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

\$10,698,189,160.00 See Exhibit "C"

14 treated Chavez in a disparate manner from similarly situated individuals based on his race, socio-economical background, *inter alia*.

Statement of Claim *Leave to Amend*
Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

See "First Amended Complaint Attachment". The Fourteen (herein "14") Defendants, *et alia*, have created contracts & conspiracies in unreasonable restraint of trade, w/ monopolizations that have fixed prices & divided markets leaving Chavez & other American writer/inventors w/o incentive to operate business efficiently, keep prices down or keep quality up. The 14 have intentionally caused confusion & tarnished Chavez' trademarks and have received income derived, directly & indirectly, from a pattern of racketeering activity & through collection of unlawful debts in violation of 18 U.S.C 1962(a),(b), &(c), *inter alia*. The 14 have violated Chavez' moral copyrights, *inter alia*, & willfully held Chavez to involuntary servitude where aggravated sexual abuse & unlawful seizing & carrying away by force/fraud occurred. 14 detained Chavez w/ an intent to carry him away at a later time.

IV.

Relief

Death has occurred. Chavez was revived by Dezman Lehman.

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

See "First Amended Complaint: Prayer for Relief"

*Motion for leave
to Amend*

1. Just compensation for Chavez' time and works trafficked by the defendants.
2. Maximum Injunctive and equitable relief.
3. Maximum Sanctions & Specific Performance.
4. A piercing of the the defendants corporate veil, and...

5. Our nation's most individual reform for each of the defendants' directorates.
6. Intellectual Property, Intellectual Structure and title 11 bankruptcy redress that ends the rationing of justice from indigent writers and inventors.
7. For deliberate and continuing efforts to make certain Chavez understands what relief is available in light of his pro se IFP status.
8. For any other remedies or relief that may be just and equitable.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

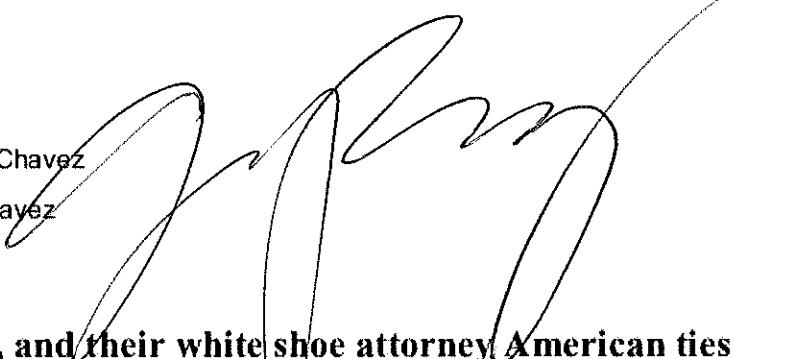
A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 01/03/2019

Signature of Plaintiff s/ Juan Pablo Chavez

Printed Name of Plaintiff Juan Pablo Chavez



These British Pirates, their German bosses, and their white shoe attorney American ties are conspiring with Justice, Education, Social Services, Medicine, Media, Real Estate, Ambulance & Fire Dept officials to halt the progress of our great nation's top writers and inventors, set a dominate wave of psychosis and fear, & sustain an indigence epidemic. See 17-cv-6432 (CM) Document 1. Arm me, Your Honor, with the Word that gives everlasting life? I will serve our country, enable the host of disenfranchised Innocents, and show these evil "persons" it's not just us... it's Justice. Thank you for helping me get this far.

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

JUAN PABLO CHAVEZ,
Plaintiff,

v.

CORE MEDIA GROUP, et al.,
Defendants.

) Civil Action No. 1:18cv69

ORDER

It appears from a review of the record that defendant Core Media Group is in default in this matter.

Accordingly, for good cause,

It is hereby **ORDERED** that plaintiff immediately seek Clerk's entry of default against Core Media Group pursuant to Rule 55(a), Fed. R. Civ. P.

However, plaintiff shall delay seeking default judgment against Core Media Group until after (i) the Clerk enters default against Core Media Group; and (ii) all claims against the other defendants have been resolved. Once these two conditions have been satisfied, plaintiff shall have fourteen (14) to file a motion for default judgment and an accompanying memorandum setting forth the factual and legal support for the following findings: (i) that this Court has subject matter and personal jurisdiction, including how the defaulting defendant was served and why that service was proper; (ii) that the complaint alleges facts establishing all of the necessary elements of one or more claims on which relief can be granted; and (iii) that plaintiff is entitled to the damages and any other relief sought, with specific references to affidavits, declarations, or other evidence supporting such relief.

Thereafter, plaintiff shall be required to file a notice setting a hearing on the motion for

default judgment before the magistrate judge to whom this action is referred.¹ Plaintiff must also mail copies of the notice, motion, and memorandum to the defaulting defendant at defendant's last known address, certifying the same to the Court.

Moreover, all proceedings related to the defaulting defendant Core Media Group are **REFERRED** to the assigned magistrate judge pursuant to 28 U.S.C. § 636.

The Clerk is directed to forward a copy of this Order to all counsel of record and to Core Media Group at the address listed in the case file.

Alexandria, Virginia
March 7, 2018



T. S. Ellis, III
United States District Judge

¹ The hearing must be set on the Magistrate Judge's Friday docket and must take place within twenty-one (21) days of filing the motion for default judgment unless otherwise ordered by the Magistrate Judge.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

JUAN PABLO CHAVEZ,)
)
 Plaintiff,)
)
 v.) NO. 3:18-cv-00066
) CHIEF JUDGE CRENSHAW
 BERTELSMANN SE & CO. KGaA)
 et al.,)
)
 Defendants.)

ORDER

For good cause shown, Juan Pablo Chavez's Application to Proceed Without Prepaying Fees or Costs (Doc. No. 2) is **GRANTED**, and the Clerk is **DIRECTED** to file the Complaint *in forma pauperis*.

Having granted Plaintiff leave to proceed without prepaying the filing fee, the Court is statutorily required to conduct an initial review of the *in forma pauperis* Complaint and to dismiss it prior to service of process if it is frivolous or malicious, fails to state a claim upon which relief can be granted, or seeks monetary relief from a defendant immune from such relief. 28 U.S.C. § 1915(e)(2)(B). The screening procedure established by § 1915(e) applies to *in forma pauperis* complaints filed by non-prisoners as well as to those filed by prisoners. McGore v. Wrigglesworth, 114 F.3d 601, 608 (6th Cir. 1997), overruled on other grounds by Jones v. Bock, 549 U.S. 199 (2007).

In addition, although the district courts generally should not dismiss a case *sua sponte* on the basis of improper venue, the courts have discretion to do so under certain circumstances. See, e.g., Day v. City of Galveston, 480 F. App'x 119, 121 (3d Cir. 2012) (affirming *sua sponte*

dismissal for improper venue as harmless error when there was no conceivable basis for venue in the Eastern District of Pennsylvania and no indication that transferring instead of dismissing might be in the interests of justice); Davis v. Reagan, 872 F.2d 1025 (Table), 1989 WL 40200, at *1 (6th Cir. 1989) (affirming *sua sponte* pre-service dismissal on grounds of improper venue when case was filed in Tennessee and proper venue was in the Western District of Pennsylvania).

Venue in a civil case is determined by 28 U.S.C. § 1331(b). This statute aims to place suits in the judicial district (not the state) most connected to the parties or the events giving rise to the action. The venue statute provides that:

A civil action may be brought in—

- (1) a judicial district in which any defendant resides, if all defendants are residents of the State in which the district is located;
- (2) a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated; or
- (3) if there is no district in which an action may otherwise be brought as provided in this section, any judicial district in which any defendant is subject to the court's personal jurisdiction with respect to such action.

Id.

Under 28 U.S.C. § 1406(a), when a case is filed in the wrong division or district, the district court “shall dismiss, or if it be in the interest of justice, transfer such case to any district or division in which it could have been brought.”

The Complaint in this case states that the Plaintiff himself resides in Los Angeles, California. (Compl. ¶ I.A.) The sixteen defendants are alleged to reside in “Guterslott,” Luxembourg, England, New York, and California. (Compl. ¶ I.B.) As best the Court can tell, Plaintiff alleges that the television series American Idol improperly used Plaintiff’s copyrighted

work without paying consideration, in violation of federal trademark and other laws. Plaintiff does not allege that any improper actions occurred within the geographic region served by the United States District Court for the Middle District of Tennessee.

In addition, the Court takes judicial notice that Plaintiff filed at least four virtually identical complaints in four different judicial districts around the country on or around the same time he filed the Complaint in this case. See Chavez v. Bertelsmann SE & Co. KGaA, No. 1:18-cv-00412 (S.D.N.Y. Jan. 16, 2018); Chavez v. Bertelsmann SE & Co. KGaA, No. 2:18-cv-00375-SJO-FFM (C.D. Cal. Jan. 16, 2018); Chavez v. Bertelsmann SE & Co. KGaA, No. 1:18-cv-00069-TSE-JFA (E.D. Va. Jan. 18, 2018); Chavez v. Bertelsmann SE & Co. KGaA, No. 1:18-cv-00370 (N.D. Ill. Jan. 18, 2018).

Under 28 U.S.C. § 1391(b), the Middle District of Tennessee is not a proper venue for this case, as no defendant is alleged to reside in this district; no events giving rise to Plaintiff's claims occurred in this district; and it does not appear that any defendant is subject to personal jurisdiction within this district. In addition, Plaintiff has improperly hedged his bets by filing an identical pleading in at least five judicial districts at the same time. All four of the other cases remain pending. In light of these circumstances, the Court finds that transfer would not be in the interest of justice or judicial efficiency. This case is therefore **DISMISSED WITHOUT PREJUDICE** based on its having been filed in an improper venue.

IT IS SO ORDERED.

This is the final Order in this case for purposes of Fed. R. Civ. P. 58.


WAVERLY D. CRENSHAW, JR.
CHIEF UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JUAN PABLO CHAVEZ, :
: .
: .
Plaintiff, : .
: .
v. : CIVIL ACTION NO.
: 1:18-CV-0356-AT
BERTELSMANN SE & CO. KGaA, *et* :
al., : .
: .
Defendants. : .

ORDER

The Magistrate Judge has granted Plaintiff's request to proceed *in forma pauperis*. Therefore, this matter is before the Court on a review pursuant to 28 U.S.C. § 1915(e)(2).

I. Factual Allegations in the Complaint

Plaintiff Juan Pablo Chavez ("Chavez") is a musician and entrepreneur who "reside[s] in . . . California in the winters and . . . New York in summers . . ." (See Statement of Facts, Doc. 4-2 at 21-25.) In late 2010, Chavez created a musical persona, or, "work series", called "Johnny Arco." (*Id.* at 21.) He did so "to separate a salsa music career from an Alternative Rock music career . . ." (*Id.*) Chavez formed an LLC in conjunction with this work series called TSE Management, LLC "to organize [his] assets and limit liability." (*Id.* at 23.) TSE Management, LLC conducted business under the following d/b/a (doing business

as) names: GRBK Music Group, and Johnny Arco.¹ (*Id.* at 23-24.) Chavez's LLC claimed exclusive rights to Johnny Arco. (Invoice, Doc. 4-2 at 6.)

Although the details are not clearly presented, it appears as if Chavez, d/b/a Johnny Arco, signed a contract to be "a participant in Season XIV of the television series entitled 'AMERICAN IDOL'." (American Idol Contract, Doc. 4-2 at 15.) Plaintiff attached that contract to his Complaint. (*Id.*) According to the American Idol Contract, Johnny Arco granted to American Idol the right to record him in any fashion as well as ownership rights to the resulting recordings. (*Id.* ¶ 1.) In addition, Johnny Arco released the rights to "any original material on the Program written or otherwise controlled by [Plaintiff] (for example, music, choreography, videos, photography, lyrics, clothing, etc. . . .)" (*Id.* ¶ 5.) Specifically, Johnny Arco granted to American Idol

the rights necessary to perform and/or display [his original material] on the Program and the rights required to exploit the Program and the ancillary rights therein, inclusive of the Material, in any and all media now known or hereafter devised, and for any other purpose, throughout the universe in perpetuity with written consent

(*Id.*) Finally, the American Idol Contract contains an arbitration clause stating that any dispute "arising out of or relating to" Johnny Arco's "participation in or connection with" American Idol should first be resolved informally, via discussions. (*Id.* ¶ 13.) If informal discussions fail to resolve the dispute, the agreement then requires mediation and then binding arbitration. (*Id.*)

¹ There is also some indication that a distinct LLC named Johnny Arco, LLC exists in conjunction with the Johnny Arco Persona, (see Invoice, Doc. 4-2 at 3), but it is unclear from Plaintiff's filings whether Johnny Arco is a d/b/a or a separate artificial entity.

The Defendants are numerous businesses and individuals involved in the production of the show American Idol. (See Statement of Facts, Doc. 4-2 at 21-22.) Specifically, Chavez alleges that Defendants “copied” some of his performances, recordings, and an arrangement. (*Id.* at 21.) He alleges that Defendant’s copying of his work “appeared on [Defendant] BERTELSMANN’S tv series American Idol” without securing permission from him personally or purchasing licenses from TSE Management, LLC. (*Id.* at 21-22.) The heart of Chavez’s copyright allegations is laid out in his attached statement of facts:

[t]he defendants labeled my mark in their A/V series with A/V recording of my body/image and Johnny Arco™ brand on a FOX Primetime broadcast unjustly enriched by my original work that is causing confusion as to the origin and sponsorship of defendants goods, and is deceiving as to the affiliation of JOHNNY ARCO™’s and Bertelsmann’s works.

I and JOHNNY ARCO™ do not approve of Bertlesmann’s works, and we do not sponsor their goods, services and commercial activities including their Billion Dollar Scale commercial advertising and promotion that misrepresents JOHNNY ARCO’s and my nature, characteristics & qualities.

(Statement of Facts, Doc. 4-2 at 21-22.)

In response to this allegedly unauthorized broadcast, Chavez sent an itemized invoice through his LLC to several Defendants seeking \$1,654,672,902.00. (Invoice, Doc. 4-2 at 3.) Upon the apparent failure of Defendants to pay that invoice, Chavez appears to have sought representation through a union, SAGAFTRA – the Screen Actors Guild American Federation of Television and Radio Artists. (See Email from Chavez to Billy Murphy and David Besbris, Doc. 4-2 at 8.) However, Chavez ultimately brought an action in this

Court alleging copyright violations by Defendants. (Statement of Facts, Doc. 21-24.)

II. Standard of Review

Title 28 U.S.C. § 1915(e)(2) requires a federal court to dismiss an action if it (1) is frivolous or malicious, or (2) fails to state a claim upon which relief may be granted. The purpose of Section 1915(e)(2) is “to discourage the filing of, and waste of judicial and private resources upon, baseless lawsuits that paying litigants generally do not initiate because of the costs of bringing suit and because of the threat of sanctions for bringing vexatious suits under Federal Rule of Civil Procedure 11.” *Neitzke v. Williams*, 490 U.S. 319, 327 (1989). A dismissal pursuant to Section 1915(e)(2) may be made *sua sponte* by the Court prior to the issuance of process, so as to spare prospective defendants the inconvenience and expense of answering frivolous complaints. *Id.* at 324.

A claim is frivolous “where it lacks an arguable basis either in law or in fact.” *Id.* at 325. In other words, a complaint is frivolous when it “has little or no chance of success” — for example, when it appears “from the face of the complaint that the factual allegations are clearly baseless[,] the legal theories are indisputably meritless,” or “seeks to enforce a right that clearly does not exist.” *Carroll v. Gross*, 984 F.2d 392, 393 (11th Cir. 1993) (internal quotations omitted); *see also Neitzke v. Williams*, 490 U.S. at 327. In the context of a frivolity determination, the Court’s authority to “pierce the veil of the complaint’s factual allegations’ means that a court is not bound, as it usually is when making

a determination based solely on the pleadings, to accept without question the truth of the plaintiff's allegations." *Denton v. Hernandez*, 504 U.S. 25, 32 (1992) (quoting *Neitzke v. Williams*, 490 U.S. at 325).

A complaint fails to state a claim when it does not include "enough factual matter (taken as true)" to "give the defendant fair notice of what the . . . claim is and the grounds upon which it rests." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555-56 (2007) (noting that "[f]actual allegations must be enough to raise a right to relief above the speculative level," and complaint "must contain something more . . . than . . . statement of facts that merely creates a suspicion [of] a legally cognizable right of action"); *see also Ashcroft v. Iqbal*, 556 U.S. 662, 680-685 (2009); *Oxford Asset Mgmt. v. Jaharis*, 297 F.3d 1182, 1187-88 (11th Cir. 2002) (stating that "conclusory allegations, unwarranted deductions of facts[,] or legal conclusions masquerading as facts will not prevent dismissal"). While the Federal Rules do not require specific facts to be pled for every element of a claim or that claims be pled with precision, "it is still necessary that a complaint 'contain either direct or inferential allegations respecting all the material elements necessary to sustain a recovery under some viable legal theory.'" *Fin. Sec. Assurance, Inc. v. Stephens, Inc.*, 500 F.3d 1276, 1282-83 (11th Cir. 2007). A plaintiff is required to present "more than an unadorned, the-defendant-unlawfully-harmed-me accusation" and "'naked assertion[s]' devoid of 'further factual enhancement'" do not suffice. *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 555).

The Court recognizes that Plaintiff is appearing *pro se* at this juncture. Thus, his Complaint is more leniently construed and “held to less stringent standards than formal pleadings drafted by lawyers.” *Erickson v. Pardus*, 551 U.S. 89, 94 (2007) (citations and internal quotation marks omitted); *Tannenbaum v. United States*, 148 F.3d 1262, 1263 (11th Cir. 1998). However, nothing in that leniency excuses a plaintiff from compliance with threshold requirements of the Federal Rules of Civil Procedure. *See Moon v. Newsome*, 863 F.2d 835, 837 (11th Cir. 1998), *cert. denied*, 493 U.S. 863 (1989). Nor does this leniency require or allow courts “to rewrite an otherwise deficient pleading [by a *pro se* litigant] in order to sustain an action.” *GJR Invs., Inc. v. County of Escambia, Fla.*, 132 F.3d 1359, 1369 (11th Cir. 1998).

III. Discussion

Upon review, the Court concludes that Plaintiff is not entitled to proceed *in forma pauperis* for two reasons: (1) because Plaintiff, Chavez, is not the real party in interest for the claims he asserts; and (2) because the real party in interest, Plaintiff’s LLC, cannot legally proceed *in forma pauperis* under 28 U.S.C. § 1915. Plaintiff’s Complaint must therefore be dismissed.

First, Plaintiff Chavez, as an individual, is not the real party in interest to the claims he asserts. “An action must be prosecuted in the name of the real party in interest.” Fed. R. Civ. P. 17(a)(1). Whether a party is the real party in interest is governed by the controlling substantive law. *See Infodek, Inc. v. Meredith-Webb Printing Co.*, 830 F. Supp. 614, 619 (N.D. Ga. 1993) (citing

Lubbock Feed Lots, Inc. v. Iowa Beef Processors, Inc., 630 F.2d 250, 256-57 (5th Cir. 1980)). “Copyright infringement is controlled by the federal copyright law, which provides that ‘[t]he legal or beneficial owner of an exclusive right under a copyright is entitled . . . to institute an action for any infringement of that particular right committed while he or she is the owner of it.’” *Infodek*, 830 F. Supp. at 619–20 (quoting 17 U.S.C. § 501(b)) (footnotes omitted).

As mentioned above, in Plaintiff’s attached statement of facts, he notes that he formed TSE Management LLC & GRBK Music Group “to organize [his] assets and limit liability.” (Statement of Facts, Doc. 4-2 at 23-24.) Plaintiff specifically indicates that he wishes to proceed through those artificial entities. (See, e.g., *id.* at 24 (“I desire to have a corporate veil of TSE Management LLC d/b/a GRBK Music Group d/b/a Johnny Arco PRO SE & IFP . . .”.) Moreover, Plaintiff indicates that even JOHNNY ARCO, the act allegedly used without permission or license, is “an assumed name (DBA) of” his LLC. (*Id.* at 24.) Further, Chavez’s attached invoice to Defendants states: “JOHNNY ARCO™ is a trademark & service mark”; and “an exclusive performing and recording artist of GRBK MUSIC GROUP™ . . .” (Invoice, Doc. 4-2 at 6.) Finally, it was Johnny Arco that entered into the American Idol Contract, not Chavez. (See American Idol Contract, Doc. 4-2 at 18.) It is evident, therefore, that Plaintiff’s company, TSE

Management, LLC, not Plaintiff as an individual, is the proper party in the asserted claim of copyright infringement.²

In addition, the real party in interest, TSE Management, LLC, may not proceed *in forma pauperis* because it is an artificial entity excluded from 28 U.S.C. § 1915. As a limited liability company (LLC), the real party in interest is an artificial entity. However, “the IFP statute only allows a ‘person’ to proceed [*in forma pauperis*], not an artificial entity such as an LLC or a corporation.” *LH Properties II, LLC v. Absolute Med. Weight Loss*, No. 118CV01051CAPAJB, 2018 WL 1833253, at *2 (N.D. Ga. Mar. 14, 2018), *report and recommendation adopted*, No. 1:18-CV-1051-CAP, 2018 WL 1858262 (N.D. Ga. Mar. 29, 2018). In other words, only *natural* persons may proceed under the statute. *See Rowland v. California Men's Colony, Unit II Men's Advisory Council*, 506 U.S. 194, 201–02 (1993) (holding that inmate association may not proceed *in forma pauperis* because the statute applies only to natural persons). Therefore, even if Plaintiff substituted the real party in interest, the claim could not proceed under § 1915(a) because that option is not legally available to the LLC.³

² The Court notes that it in addition, Plaintiff attempts to include some form of constitutional challenge to the U.S. copyright law framework. (See Statement of Facts, Doc. 4-2 at 23.) However, Plaintiff has failed to include enough specific information for the Court to consider this claim. *See GJR Invs., Inc., supra*, 132 F.3d 1369 (a court, in its leniency, may not rewrite a deficient complaint).

³ Further, even if Plaintiff abandons his attempt to proceed *in forma pauperis*, proceeds as the real party in interest, and pays the filing fee, TSE Management, LLC must still be represented by counsel. “It has been the law for the better part of two centuries, for example, that a corporation may appear in the federal courts only through licensed counsel.” *Rowland*, 506 U.S. at 201–02 (citing *Osborn v. President of Bank of United States*, 9 Wheat. 738, 829 (1824)). Thus, Plaintiff’s LLC, the proper party, may only proceed both by paying the filing fee and with licensed counsel.

Because Plaintiff seeks to prosecute this claim as an artificial entity, he can only proceed with counsel, and he must pay the filing fee.

IV. Conclusion

For the reasons stated above, the Court **DISMISSES** this action **WITHOUT PREJUDICE** pursuant to 28 U.S.C. § 1915A.⁴

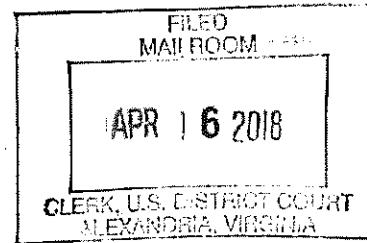
IT IS SO ORDERED this 20th day of June, 2018.



Amy Totenberg
Amy Totenberg
United States District Judge

⁴ In order to maximize judicial efficiency, the Court also notes that even without this procedural hurdle, Plaintiff's Complaint may be frivolous, as it "seeks to enforce a right that clearly does not exist." *See Carroll, supra*, 984 F.2d at 393. In particular, it appears that Plaintiff, acting as Johnny Arco, expressly waived all of the rights he now seeks to enforce when he signed the American Idol Contract. (See Doc. 4-2 ¶¶ 1, 5, 13.)

1 JUAN PABLO CHAVEZ
2 SUI JURIS
3 813 E. 4TH PL.
4 LOS ANGELES, CA 90013
(302) 566-JUAN



5 UNITED STATES DISTRICT COURT
6 EASTERN DISTRICT OF VIRGINIA

JUAN PABLO CHAVEZ -against- BERTELSMANN SE & CO. KGaA, et al. Defendants.	Docket No. 18-CV-00069-TSE-JFA MOTION FOR EXTENSION OF TIME
---	--

14
15 Plaintiff, appearing *Pro Se*, Juan Pablo Chavez ("Plaintiff" or "Chavez") for his Motion for
16 Extension of time to present objections to Defendant's Motions to Dismiss, alleges as follows:

17 **GENERAL ALLEGATIONS**
18

19 1. On Monday April 9, 2018 Plaintiff received Order, Document 7, Filed 03/07/2018 and two
20 Motions to Dismiss from Defendants, Documents 8 - 21, Filed 03/16/2018 - 04/09/2018 including
21 a Roseboro Warning Stating Chavez is entitled to oppose the Motions.

22 2. 21 Days from April 9, 2018 is April 30, 2018.

23 3. See *Johnny Arco LLC v. The British Broadcasting Corporation, et al*, 15-CV-9530 (LAP)
24 Document 10 Filed 08/30/16 Page 2 of 4... The solicitude afforded to *pro se* litigants takes a
25 variety of forms, including liberal construction of papers, "relaxation of the limitations on the
26 amendment of pleadings," leniency in the enforcement of other procedural rules, and
27 "deliberate, continuing efforts to ensure that a *pro se* litigant understands what is required of
28

1 him") (citations omitted).
2

3 4. Plaintiff is *pro se* and humbly requests an extension of time to review the Motions To
4 Dismiss and prepare well-pleaded opposing arguments on his own behalf.
5

6 5. Patrick Lynn has committed perjury in his Declaration in Support of Motion to Dismiss
7 Document 9 Filed 03/16/18 Page 2 of 2 #8. *"Any and all communications I have had with Plaintiff*
8 *Juan Pablo Chavez ("Mr. Chavez") occurred when I was in the states of California or Georgia."*

9 6. Patrick Lynn's first meeting with Chavez was conducted in Long Island, NYC.
10

11 7. Venue in a civil case is determined by 28 U.S.C. § 1331(b). This statute aims to place suits
12 in the judicial district (not the state) most connected to the parties or the events giving rise to the
13 action. The venue statute provides that: A civil action may be brought in—
14

15 (1) a judicial district in which any defendant resides, if all defendants are residents of the
16 State in which the district is located;
17

18 (2) a judicial district in which a substantial part of the events or omissions giving rise to the
19 claim occurred, or a substantial part of property that is the subject of the action is situated; or
20

21 (3) if there is no district in which an action may otherwise be brought as provided in this
22 section, any judicial district in which any defendant is subject to the court's personal
23 jurisdiction with respect to such action. *Id.*
24

25 8. The Substantial part of the events giving rise to the claim occurred in Long Island and
26 Brooklyn, NY.
27

28 9. Some events occurred under a subsequent agreement in Denver, CO, Atlanta and Savannah,
GA. See Exhibit "A". The subsequent agreement along with the initial contract were never signed
29

1 by Defendants, only acted on by them in bad faith.
2

3 10. The subsequent agreement states that states that “parties agree to endeavor first to resolve
4 the matters by mediation conduction in the county of Kings and administered by locals of the
5 unions...” and “if any such matter is not otherwise resolved through direct discussions or mediation,
6 then the parties agree that it shall be resolved in accordance with the streamlined arbitration rules
7 and procedures of *exclusive management...*” “Further, unless myself agrees, the arbitrator may
8 not...”

9 11. The Defendants are “forum shopping” and committing perjury to gain a home field
10 advantage when no events took place in Los Angeles, CA other than when the Plaintiff went to
11 serve Defendants by hand at their headquarters informing they had no consent or license to use any
12 of Plaintiff’s works and that consideration must be shown.

13 12. The proper venue pursuant to 28 U.S.C. § 1331(b)(2) is the Eastern District of New York...
14 NOT the Central District of California.

16 13. Plaintiff requests “relaxation of the limitations on the amendment of pleadings,” leniency in
17 the enforcement of other procedural rules, and “deliberate, continuing efforts to ensure that a *pro se*
18 litigant understands what is required of him” in his motion for extension of time to oppose
19 Defendant’s Motions’ to Dismiss and to cure any deficiencies in his complaint.

20 14. Plaintiff avers that these are the first opposing motions he’s ever received from a Defendant
21 and requests deliberate, continuing efforts from the Court to ensure that a *pro se* litigant understands
22 what is required of him to deliver a well-pleaded, opposing motion, and...

24 15. requests any and all rules and precedents that may help him understand what is required
25 to adequately assert his defense and opposition to the Defendants Motions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Chavez prays for relief as follows:

1. That the Court allow maximum extension of time to respond with objections to Defendant's Motions to Dismiss.
2. That Defendants be charged with perjury for knowingly omitting our first meetings location in order to forum shop;
3. That Defendants pay plaintiff punitive damages for their intentional and willful conduct.
4. For such other and further relief as may be just and equitable.

DATED: APRIL 12, 2018

SUITORIS

JUAN PABLO CHAVEZ
813 E. 4TH PL.
LOS ANGELES, CA 90013
(302) 566-JUAN

EXHIBIT “A”



DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THIS RELEASE IN ITS ENTIRETY
"AMERICAN IDOL" SEASON XV - PERSONAL RELEASE AND ABRITRATION PROVISIONS

In full and complete consideration of American Idol Productions, Inc. ("Producer") possibly including me as a participant in Season XV of the television series entitled "AMERICAN IDOL" including, but not be limited to, the interview, audition, selection, competition, and elimination processes (the "Program"), and without any further consideration due from Producer or any third party to me, and with the understanding that Producer, in its sole discretion may choose whether or not to include me in the Program, or broadcast my appearance in the Program, if any, I hereby agree as follow

1. I grant to Producer and its successors, licensees and assigns, the revocable right, but not the obligation, with or without my knowledge, to film, tape and/or photograph, record, exhibit, edit and otherwise use my appearance, name, likeness, voice, singing voice, conversation, sounds and biographical data on or in connection with the Program in any manner in Producer's joint, with me, election and discretion, which use shall entitle me to receive reasonable compensation. I agree that Producer is the joint, with me, owner of all results and proceeds of such film, tape, photography and/or recording and my appearance thereon, including, without limitation, as "joint works made for hire" as part of a motion picture or other audiovisual work under U.S. copyright law, with the right for Myself and my successors, assigns, and licensees, forever and throughout the universe, to use the same and any portion thereof in any and all media, whether now known or hereafter devised, including, without limitation, motion pictures, television, on-line exploitation, and publishing, and in connection with the advertising (including at physical locations such as American Idol Cafes), sale, promotion, publicity, marketing, merchandising (including slot machines), distribution, publicizing and all other types of exploitation of the Program or any part thereof (including but not limited to the promotion of third-party sponsors), or in any manner whatsoever. Producer shall also have the restricted right to edit the content of the Program in any manner or form.

2. In addition to the rights granted elsewhere in this Release, I understand and agree that if my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data is used in connection with the Program, I may be requested, in consideration of Producer possibly including my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data in the Program, and at Producer's election, to enter into the following agreements with Producer and/or Producer's designee(s), the terms of which shall be subject to a signed, good faith negotiation delivered in writing: (a) an agreement for the management of my career in the entertainment industry (including, but not limited to, my acting, singing, songwriting, or other services); (b) an agreement for my services as a recording artist; (c) an agreement for my participation and performance on the American Idol Live Tour, and (d) an agreement for the use of my name, voice, conversation, likeness and biography in connection with advertising, endorsements, merchandising, and/or sponsorships, and on-line content activities. I understand and agree that such agreements shall become fully effective only at the election of Producer and/or Producer's designee(s), which election shall occur on or before that date which is three (3) months from the date of the initial broadcast of the first episode of the Program for this Season XV (the "Election Period"), which Election Period is subject to change at Producer and/or Producer's designee's discretion.

3. I understand that if I am asked to participate in the competition (currently scheduled to begin in October, November or December 2015), I will be requested to demonstrate to the satisfaction of Producer prior to such participation that I am a party a current music recording contract (either alone or as a member of a group); a current agreement relating to the use of my name, rights, voice and/or likeness; an exclusive acting contract; or any other contractual arrangement (written or oral) that, in Producer's joint discretion, could assist me in participating fully in the show, the American Idol Live Tour, and/or entering into any contracts requested by Producer, including, without limitation, an exclusive recording contract, music publishing contract, or merchandising/endorsement contract. I also understand that if I am a party to a contract for talent representation (for example, a talent agent or manager), I MUST be able to demonstrate to the satisfaction of said Party the following: (a) such contract commenced on or before April 1, 2015; and (b) the talent representative has provided a direct license of management or agency rights lasting the entire duration of my participation in the competition through and including the finale and extending to any subsequent publicity relating to the Program, my services for the American Idol Live Tour and, for management, any recording in connection with LP1 prize of the Program (if my talent representative is

also my Parent/Guardian, the talent representative must still sign the waiver of management rights). Producer will provide me with the business forms to be signed by my manager and/or agent. In addition, I will be required to represent and warrant to Producer that I will not enter into any such agreement(s) during the Election Period, without Producer's prior written consent. I acknowledge that Producer may request me to sign further documents as a condition of my participation in the Program.

4. I understand that I may reveal, and other parties may reveal, information about me that is of a personal, private, embarrassing or unfavorable nature, which information may be factual and/or fictional. I further understand that my appearance, depiction and/or portrayal in the Program may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature which may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that Producer shall have to request approval, in writing, to (a) include any or all such information and appearances, depictions or portrayals in the Program as edited by Producer in its sole discretion, and (b) broadcast and otherwise exploit the Program containing any or all such information and appearances, depictions or portrayals in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

5. In the event I perform or display any original material on the Program written or otherwise controlled by me (for example, music, choreography, videos, photography, lyrics, clothing, etc., collectively called the "Material"), I hereby grant to Producer and Producer's designee, with charge, the rights necessary to request and/or receive the Material on the Program and the rights required to exploit the Program and the ancillary rights therein, inclusive of the Material, in any and all media now known or hereafter devised, and for any other purpose, throughout the universe in perpetuity.

6. I agree to follow all of Producer's rules, directions and instructions in all matters relating to the Program, which rules, directions and instructions are subject to change at Producer's joint discretion. I will accept any and all decisions of Producer on discretionary matters (including but not limited to the audition, contestant selection, competition, and elimination process) as final and acknowledge that the interests of the Party shall override those of any participant. I agree that my selection to audition is within Producer's joint discretion and that Producer is not obligated to grant me an audition or callback, regardless of my place in the audition line. In the event I am granted an audition or callback, I agree that my selection as a contestant for the Program is within Producer's joint discretion and that Producer is not obligated to select me. I acknowledge that Producer reserves the right, exercisable at any time in its joint discretion, to exclude and/or disqualify me from the Program should I at any stage supply untruthful, omit any material information, fail to abide by the rules or regulations of the Program, or for any other reason or for no reason at all. If I am selected, I agree that Producer is not obligated to have me appear on, or to broadcast my appearance on, the Program and may exclude and/or disqualify me at any time in its sole discretion.

7. If I am under 18 years of age, I understand and agree that my parent or legal guardian and I must sign each of the forms and that my parent or legal guardian and I will cooperate with Producer in having such forms court approved, if necessary. I recognize that Producer is relying on my representations herein and that a breach by me hereunder would cause Producer irrevocable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; and, therefore, I hereby expressly agree that I shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Release by Producer. Notwithstanding the foregoing or anything to the contrary contained herein, I reserve all rights and in all events will receive maximum injunctive or other equitable relief.

8. I hereby release, discharge, and hold harmless Producer, its assignees, licensees, agents, and affiliates, Fox Broadcasting Company ("Network"), Twenty-First Century Fox, FremantleMedia North America, Inc., 19 Entertainment Ltd., 19 Entertainment, Inc., 19 Touring, LLC., 19 Recordings, Inc. and CORE Media Group Inc., 19 TV Limited, Universal Music Group, Telescope, Inc., any sponsors selected for Season XV, www.fox.com, www.americanidol.com, television broadcasting stations, advertising agencies, and any and all others connected with the Program, subsidiaries and/or affiliated companies, and the officers, directors, employees, agents and representatives of each of the foregoing (collectively, the "Released Parties"), from any and all liability or claims arising out of or in any way resulting from my auditioning for and/or participation in the Program and the use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information and I agree to make any claim against Producer or the Released Parties as a result of my auditioning for and/or participation in the Program and in connection with any use or reuse of my appearance, name, voice, singing, likeness, intellectual property voice, conversation, likeness and/or biographical information (including, without limitation,

any claim based upon defamation or invasion of privacy and/or publicity). In addition, I do not agree to hold harmless or to indemnify Producer and the other Released Parties and to hold each of them harmless from any and all liability, claim, action, damage, expense (including attorney's fees), and loss of any kind caused by or arising out of any statement, action or failure to act by me during or in connection with my auditioning for and/or participation in the Program. In all events shall I have any right to injunctive or other equitable relief against any of the Released Parties in connection with the Program.

9. I acknowledge that there is a possibility that after my execution of this Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Release. I acknowledge and do not agree that by reason of this Release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I have been advised of the existence of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTION HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provision, this Release shall constitute a release in accordance with its terms. I knowingly and voluntarily do not waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect.

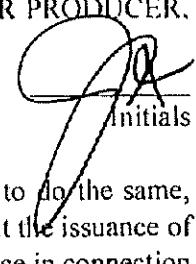
10. I agree to defend, indemnify and hold harmless Myself and none of the other Released Parties from any and all liability, claim, action, damage, expense, and loss of any kind (including attorney's fees) caused by or arising out of use of any of the rights granted by me herein; my breach or alleged breach of any provision hereof or any statement, action or failure to act by me during or in connection with my participation in the Program; and my violation of any law, rule or regulation.

11. I affirm that neither I nor anyone acting for me gave or agreed to give anything of value to any member of the production staff, anyone associated in any manner with Producer, or any representative of any television network or station for Producer's undertakings hereunder. I understand that Producer's policy prohibits such payments, and I further understand that it is a federal offense, unless disclosed to Producer prior to broadcast, for any such arrangement or my acceptance or agreement to accept anything of value to promote any product, service or venture on the air. I am also aware that it is an offense to use any prepared material containing such a promotion where I know the writer received consideration for it and fail to disclose this to Producer prior to broadcast. I shall notify Producer and Network immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

12. I warrant that I have the full, complete and unrestricted right and authority to enter into a Release. If I am not at least 18 years of age, I agree to have my parent sign this Release in the space below. I am not a candidate for public office. I agree that my appearance on the Program, if any, shall be deemed to be a performance and is employment under any collective bargaining agreement or performing arts guild (including but not limited to AFTRA and SAG) and does entitle me to wages, salary, residuals, corporate or other benefits (as for example, pension, health and welfare benefits) or other compensation under any such collective bargaining agreement or otherwise.

13. MEDIATION & ARBITRATION; LIMITATION OF REMEDIES: BOTH PRODUCER, ON BEHALF OF ITSELF AND NETWORK, AND I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO MY APPEARANCE ON OR PARTICIPATION IN AND IN CONNECTION WITH THE PROGRAM AND/OR THIS AGREEMENT AND/OR ANY OTHER RELATED AGREEMENT CANNOT BE RESOLVED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO ENDEAVOR FIRST TO RESOLVE THE MATTERS BY MEDIATION CONDUCTED IN THE COUNTY OF KINGS AND ADMINISTERED BY LOCALS OF THE UNIONS UNDER ITS APPLICABLE RULES BEFORE COMMENCING ANY PROCEEDINGS PERMITTED UNDER THIS PARAGRAPH. IF ANY SUCH MATTER IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THEN THE PARTIES AGREE THAT IT SHALL BE RESOLVED IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF EXCLUSIVE MANAGEMENT. I AND PRODUCER, ON BEHALF OF ITSELF AND NETWORK, AGREE THAT EACH

MAY BRING CLAIMS AGAINST CLAIMS WITH MINE, AND MAY NOT OTHERWISE THE OTHER ONLY IN MY OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING. FURTHER, UNLESS MYSELF AGREES, THE ARBITRATOR MAY NOT CONSOLIDATE OTHER PERSONS' CLAIMS WITH MINE, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, MULTI-CLAIMANT OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE REST OF THIS AGREEMENT, INCLUDING THE PROVISIONS GOVERNING WHERE ACTIONS AGAINST ME OR PRODUCER, NETWORK, AND/OR ANY RELEASED PARTIES MUST BE PURSUED, WILL REMAIN IN EFFECT.



Initials

14. I agree not to disclose or discuss events related to the Program, or authorize any third party to do the same, without the prior written approval of Producer and Network. I shall not directly or indirectly issue or permit the issuance of any publicity, including via social media channels, whatsoever with respect to the Program or my appearance in connection therewith. I shall not use the name of the Program in any way at any time without Producer's prior written approval in each instance.

15. This is the complete and binding agreement between Producer and me, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. The invalidity or unenforceability of any provision of this agreement shall in no way affect the validity or enforceability of any of the remainder of this agreement, which shall be enforced to the maximum extent permitted by law. This agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me.

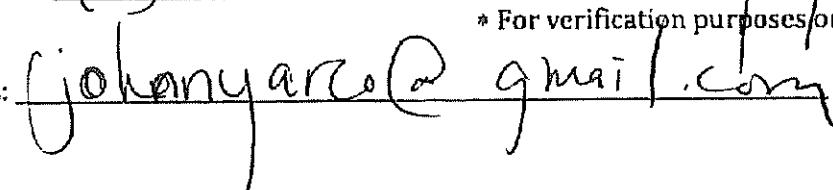
SIGNED:  DATE: 1 | 0 | 15

TSE Management USA Music Group DATA: JOHN ARCE
PRINT NAME: JOHN ARCE AUDITION CITY: Denver

ADDRESS: 345 Eldert St Brooklyn NY 11237

PHONE NO: (646) 481-7410 DATE OF BIRTH*: 01/15/1986

* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

E-MAIL:  johnyarce@gmail.com

IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS, THE PARENT OR LEGAL GUARDIAN OF SUCH PERSON SHOULD ALSO SIGN BELOW.

IF THE PARENT OR LEGAL GUARDIAN IS NOT ACCOMPANYING THE MINOR TO THE REGISTRATION AND AUDITION PROCESS, THE PARENT OR LEGAL GUARDIAN'S SIGNATURE MUST BE NOTARIZED BELOW.

I hereby represent, warrant that I am the parent and/or legal guardian of _____, the individual who signed the foregoing agreement (the "Agreement") (the "Minor"), and I am entitled to the sole and complete custody, care and control of said Minor, that I have read and understand the nature and extent of all rights granted to Producer by Minor, and fully consent, approve and agree to participation of Minor in and in connection with the Program pursuant to the Agreement, that I have caused said Minor to execute said Agreement, that I will not instruct, authorize or permit said Minor to disaffirm the foregoing Agreement, and that I will indemnify and hold harmless the Released Parties (as defined in the Agreement) against all claims, liabilities and expenses (including attorneys' fees) with respect to said Agreement, and that, knowing of Producer's reliance hereon, I agree to cause said Minor to adhere to all of the provisions of said Agreement. I agree that I will be responsible for the conduct and well-being of said Minor at all times during said Minor's auditioning for and/or participation in the Program, if any. In addition, I agree to cooperate with Producer in having this Agreement and any past or future agreements entered into by the Minor in connection with the Program approved by the applicable court and I hereby waive notice and any opportunity to appear and be heard in connection with any such proceedings.

Furthermore, in consideration of Producer possibly including me and/or Minor in the Program, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Agreement (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the auditioning for and/or participation of the Minor in the Program, if any (including but not limited to the taping of my appearance in connection with the Program and the audition process, the use of my name, voice, likeness, etc., in the Program) and my agreement not to disclose or discuss or authorize any third Party to disclose or discuss, any events related to the Program without Producers and Network's prior written approval.

SIGNED: _____ DATE: _____

PRINT NAME: _____

RELATIONSHIP TO MINOR: _____

ADDRESS: _____

PHONE NO: _____ E-MAIL: _____

DATE OF BIRTH*: _____

* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

PLEASE KEEP US ADVISED IN WRITING OF YOUR CURRENT CONTACT INFORMATION

SECTION BELOW TO BE NOTARIZED IF APPLICABLE

State of _____)

County of _____)

On _____ before me, _____

(insert name and title of the officer) personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument

and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their

signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true

and correct.

WITNESS my hand and official seal.

Signature _____ (Notarial Seal)

ATES
RVE.

US POSTAGE PAID

\$6.70

PRESS FIRMLY TO SEAL

FROM: JUAN ENRIQUE CHAVEZ
813 E. 4TH ST
LOS ANGELES, CA 90013

1006

PRIORITY MAIL 2-Day ®

C031

Delivery Day: 04/16/2018

USPS TRACKING NUMBER



9505 5139 0846 8103 1453 31

INTERNATIONALLY,
COMS DECLARATION
MAY BE REQUIRED.

TO: Office of Clerk
U. S. District Court
Eastern District of Virginia
401 Court House Square
Alexandria, Virginia 22314-5408



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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUAN PABLO CHAVEZ Plaintiff, -against- BERTLESMANN SE & CO. KGaA, et al. Defendants.	32 18-CV-412 (CM) APPEAL I.1.A
--	---

Plaintiff, appearing Pro Se, Juan Pablo Chavez (“Plaintiff” or “Chavez”) for his Appeal against Order To Transfer signed by Chief United States District Judge COLLEEN McMAHON on February 28, 2018, alleges as follows:

1. *See Johnny Arco LLC v. The British Broadcasting Corporation, et al, 15-CV-9530 (LAP) Document 10 Filed 08/30/16 Page 2 of 4... The solicitude afforded to pro se litigants takes a variety of forms, including liberal construction of papers, “relaxation of the limitations on the amendment of pleadings,” leniency in the enforcement of other procedural rules, and “deliberate, continuing efforts to ensure that a pro se litigant understands what is required of him”*) (citations omitted).
2. Under Fed R. Civ. P. 60(b) Plaintiff seeks relief from district court’s order for the following reasons:
 - a. Hon. McMahon has **mistakenly** based her Order to Transfer on the wrong contract. Defendants have acted on the initial contract and a subsequent contract and never signed either agreement. See Exhibit “A”.

- ...b. The claim Plaintiff intended to give rise to results from four days of filming in Kings County and are the most substantial events that allowed Plaintiff to give rise to action against Defendants, other than the events in Denver and Atlanta which are based on the subsequent contract that states that “parties agree to endeavor first to resolve the matters by mediation conduction in the county of Kings and administered by locals of the unions...” and “if any such matter is not otherwise resolved through direct discussions or mediation, then the parties agree that it shall be resolved in accordance with the streamlined arbitration rules and procedures of *exclusive management...*” “Further, unless **myself** agrees, the arbitrator may not...”
- c. Plaintiff has continuously endeavored to discuss disputes directly and mediate, and Defendants have responded with hostility, threats, and asked Plaintiff to cease and desist contact.
- d. **No events took place in Los Angeles, CA** except when Plaintiff personally went to Defendants Los Angeles Headquarters to serve notice by hand that JOHNNY ARCO was exclusive property of Plaintiff and that the Defendants did not have consent or permission to include any performances or recordings, and needed to pay for any use. **The Central District of California is not a proper venue under 28 U.S.C. § 1331(b)(2).**
- e. Defendants were not serious when offering their contract, they never intended to create any business relations with either agreement, the agreement is not clear...it is not legal or moral, and is not a bargain.
- f. The agreements are rackets disguised as waivers intended to cover the Defendant's intentional marauding and fraud liability and earnings.

BoeMann lens See Livingston
V.

g. At the time of both contract signings, plaintiff's education and business experience was not sufficient to fully understand or validate it's terms. Adirondack
Bev. Co. 141-E30
434, 437
(20 C.R.) 1998
u.B.

h. The amount of time the plaintiff had possession of or access to the agreement before signing the first agreement was a few hours without counsel.

i. The amount of time the plaintiff had possession of or access to the subsequent agreement before signing was one year without counsel.

j. The role of plaintiff in deciding the terms of the agreement was as performing artist, exclusive management and producer seeking joint work creation of a television series.

k. The clarity of the agreement is complex, confusing, unclear and misleading... created with the intent to defraud Plaintiff of his rights afforded by the Progress Clause.

l. Plaintiff was NOT represented by an attorney when signing either contract and consulted with an attorney sparingly prior the signing of the second contract.

m. The consideration given in exchange for the contract does not exceed benefits to which Plaintiff was already entitled by law.

n. The Defendants encouraged Plaintiff to work with their production counsel regarding the agreement, Rick Smith Esq., who was unprofessional, hostile, and coercive...Mr. Smith never dealt fairly with Plaintiff and left the Defendants' company shortly after failing to coerce Plaintiff into giving up any rights. Rick Smith told the Plaintiff to sue Defendants and that the initial airing featuring JOHNNY ARCO reach approximately 10 Million primetime television viewers.

3. Plaintiff gave rise to this action in each Circuit because Hon. McMahon noted in JUAN PABLO CHAVEZ VS THE BBC that "*in this Circuit* corporations may not proceed pro se or IFP". Hon. McMahon has overlooked the controlling decision

behind giving rise to the action in the improper districts. The purpose for giving rise to action in the Central District of California (in addition to the other 12 Circuits) was solely to determine if a corporation may proceed *Pro Se IFP*. Plaintiff is still uncertain what is required of him to give rise to action *Pro Se IFP* as corporation. Furthermore, Plaintiff avers that Defendants are continuing to do wrong to many others in addition to himself and without a Corporate Veil and registration fees of IP, Progress Clause action is barred from Justice and may lead to martyrdom with zero incentive for American Artists to create works.

4. **The Eastern District of New York is the proper venue under 28 U.S.C. §**

*13391(b)(2). AS IS the E.D.VA. The N.D.GA
and the M.D.TN*

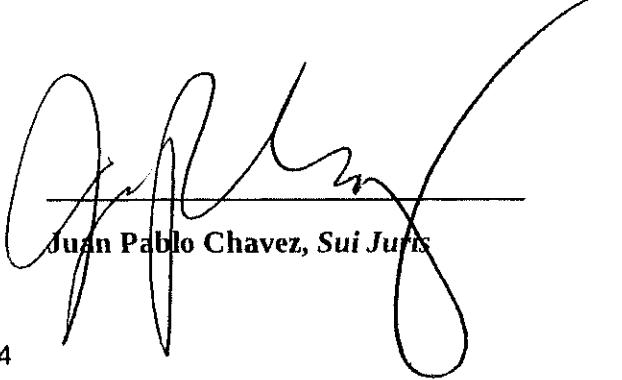
PRAYER FOR RELIEF

Plaintiff humbly motions for the Court to:

1. Please transfer this action to the Eastern District of New York since the events and omissions giving rise to the claim occurred in Brooklyn, NY and substantial part of property that is the subject of the action is situated in Brooklyn, NY? Furthermore, Please transfer the action to the Eastern District of New York since events giving rise to the claim are based on a contract that states Kings county is the proper jurisdiction?
2. Please make sure the Plaintiff understands which Circuits/Districts, and under what circumstances, a corporation may proceed *Pro Se* and *IFP*?

Thank you.

3/26/2018
Date


Juan Pablo Chavez, Sui Juris

UNITED STATES DISTRICT COURT

JUAN PABLO CHAVEZ

SUI JURIS

Fill in above the full name of each plaintiff or petitioner.

-against-

FOURTEEN (14) Defendants

et al.

Fill in above the full name of each defendant or respondent.

DECLARATION *have*
in support of my claims that the Defendants *v* **intentionally**
violated my IP rights and have not paid me for artist, production & mgmt work.

Briefly explain above the purpose of the declaration, for example, "In Opposition to Defendant's Motion for Summary Judgment."

I, JUAN PABLO CHAVEZ, declare under penalty of perjury that the following facts are true and correct:

In the space below, describe any facts that are relevant to the motion or that respond to a court order. You may also refer to and attach any relevant documents.

SEE ATTACHED "FACTS 1.B" *Pages 1-4*

See attached "FACTS 1.B." Pages 1-4

Attach additional pages and documents if necessary.

) | 3 | 19

Executed on (date)

JUAN PABLO CHAVEZ

Name

Signature

Prison Identification # (if incarcerated)

(302) 566-JUAN

Telephone Number (if available)

jchavez@alumni.berklee.edu

E-mail Address (if available)

JUAN PABLO CHAVEZ -v- FOURTEEN (14)

1/3/19

FACTS #1. B

1
2
3 FACT #1: JOHNNY ARCO™ is my original
4 artist loan-out A/V, Performing Arts:
5 Sound Recording work series.

6
7 FACT #2: "ARCO" is a music term meaning
8 "to play with the bow".
9

10 FACT #3: The work series, JOHNNY ARCO™,
11 was created December 28, 2010 by
12 CHAVEZ, me, to separate a salsa music
13 career from an Alternative Rock
14 music career in Bushwick, Brooklyn,
15 New York. It is an extremely strong mark
16 that had acquired secondary meaning long before
Fourteens' use.

17 FACT #4: The defendants have copied
18 my original JOHNNY ARCO™ performances
19 of "GONE", tracks from the JOHNNY
20 ARCO™ EP, and an A/V recording of
21 Radiohead's "Weird Fishes", my original
22 arrangement / performance/recording inter alia.
23

24 FACT #5: The copying appeared on
25 BERRELSMANN's tv series American Idol
26 and is illegal because it is my work...
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JUAN PABLO CHAVEZ -v-

FOURTEEN (14)

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FACTS #1.~~A~~^{pg 2} (cont.)

FACT #5 (cont) ... and the defendants did not secure licenses or work for hire my authorship.

my mark

FACT #6: The defendants labeled in their A/v series with A/v recordings of my body / image and JOHNNY ARCO™ brand on a FOX Primetime broadcast. Unjustly enriched by my original work that is causing confusion as to the origin and sponsorship of defendants goods, and is deceiving as to the affiliation of JOHNNY ARCO™'s and Bertelsmann's works.

FACT #7: I and JOHNNY ARCO™ do not approve of Bertelsmann's works, and we do not sponsor their goods, services and commercial activities including their Billion Dollar Scale commercial advertising and promotion that misrepresents JOHNNY ARCO's and my nature, characteristics ; qualities.

pg 4 of 6

Juan Pablo Chavez v. Fourteen (14)

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FACTS #1. B (pg 3 cont.)

FACT #8: There are currently two registration systems for copyright. Paper form for \$85/form, which is different from the \$55 eCopyright filing.

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FACT #9: There is NO A/V Paper copyright form for registration.

SEE 18-cv-2573-JEB

FACT #10: The registration fees of copyright are setting a jurisdictional bar that prevents Artists from stating their claims. At least one of each form should be allowed. In forma Pauperis, yearly; if not quarterly to insure legal fees, if it is truly just an elemental precondition of filing and not a bar.

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FACT #11: I, JUAN PABLO CHAVEZ, in addition to being the author/creator of JOHNNY ARCO™ also solely created TSE MANAGEMENT™, A GRBK MUSIC GROUP™ to organize my assets. These were also extremely strong marks before fourteens use.

pg 5 of 6

FACTS #1 B (PG 4 Cont.)

FACT #12: I desire to

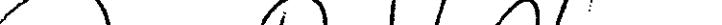
understand how d/b/a works with Natural person titles in regards to proceeding IFP? Is Chavez d/b/a Fine Arts Education Reform a Natural person? Could it be? Can Chavez d/b/a Fine Arts Education Reform d/b/a TSE Management IFP pro se?

II. BASIS FOR JURISDICTION

A. I, Juan Pablo Chavez, currently reside in the State of Virginia
and am a U.S. Natural
born a State Citizen of Texas.

B. Substantial events occurred in Virginia at the USPTO office, Nashville, Atlanta, Bushwick, BK, inter alia. Defendants purposefully availed themselves in Alexandria, Brooklyn, Atlanta, and Nashville and are currently, and have been, conducting substantial business in these districts.

III. Their bankruptcy is fraudulent, violating U.S. Constitution 1(8)(8) and the Sherman and Clayton acts, *inter alia*. I was not given any notice of the bankruptcy, much less reasonable notice to become a creditor. Though it's a moot point since the works were produced and distributed after the effective date of the Title 11 Restructuring.


Juan Pablo Chávez
JUAN PABLO CHÁVEZ
1/3/19

1/3/19

page 6 of 6

YouTube

travis "billy bob" evett trademark endemol anti-trust refusal to deal

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Filter

The Judges Get Comfy! - AMERICAN IDOL

American Idol 19K views • 3 years ago

Our Judges work hard, so once in a while they need to stretch it out! See what happens when one very unsuspecting contestant...

KATY PERRY Falls In LOVE With Trevor Holmes On American Idol

2018 | Idols Global

Idols Global 8.5M views • 9 months ago

Katy Perry falls in Love with Trevor Holmes On American Idol 2018 Watch More American Idol here

Formerly Paralyzed Singer Brings Katy Perry to Tears - American Idol 2018 on ABC

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David Francisco audition for American Idol with Stevie Wonder's 'Don't Be Shy' in front of Judges Katy Perry, Luke Bryan and...

The Judge's Panel - AMERICAN IDOL

American Idol 23K views • 3 years ago

Ryan Seacrest and the judges discuss the upcoming farewell season. Subscribe now for more American Idol clips

JUDGES SAVE AUDITIONS on America's Got Talent & Britain's Got Talent

Got Talent Global 4.5M views • 1 year ago

Judge to the Rescue! Watch as Judges Save Auditions from America's Got Talent & Britain's Got Talent

LOVE IS IN THE AIR | Judges & Contestants Get Flirty on America's Got Talent & American Idol

Top Talent 5.9M views • 8 months ago

Simon Cowell gets flirty with America's Got Talent and Katy Perry when contestant on American Idol gets a little too flirty

When Judges Get The Giggles | X Factor UK

X Factor Global 2.8M views • 2 years ago

Reactions: When Judges Get The Giggles! X Factor Global brings together the very funniest front row judges ever!

American Idol Auditioner Gets Judges Up and Dancing - American Idol 2018 on ABC

American Idol 4.8M views • 9 months ago

When the audition goes wrong, X Factor judges, including Katy Perry, are forced to get up and dance with the contestant

When X Factor Judges Get ANGRY! | X Factor Global

X Factor Global 2.7M views • 1 year ago

► When X Factor Judges Get Angry! don't always anger contestants you need to every should be angry when a X Factor contestant

Emily Brooke Is Back! - AMERICAN IDOL

American Idol 69K views • 3 years ago

After getting cut from your first season, try to show the judges how much she's improved as a performer. Will she get a...

Meet Kanye West - AMERICAN IDOL

American Idol 138K views • 3 years ago

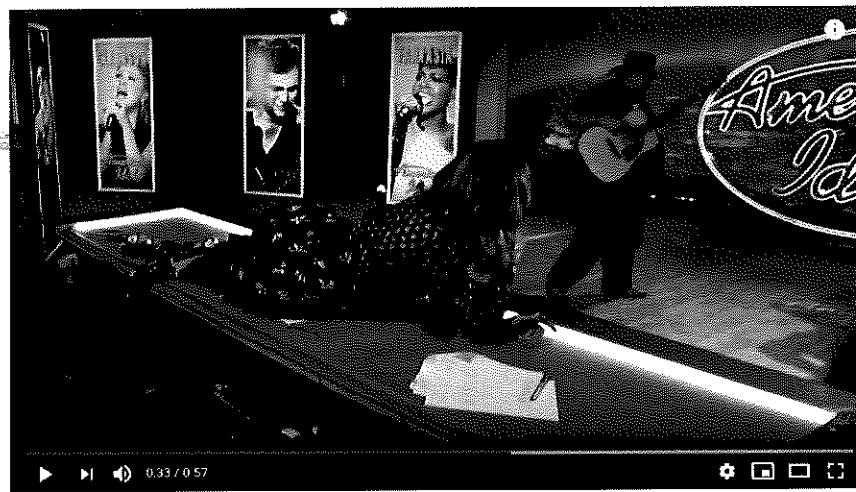
Hip Chicago based producer Kanye West, dreamed of becoming a rapper, but will our judges send him through to Hollywood?

Nashville Loves Keith! - AMERICAN IDOL XIV

American Idol 56K views • 4 years ago

American Idol's own Keith Urban is nominated for four CMA Awards, taking place on Wednesday 9/7/2017. Take a look at his...

Hobbs Police officer to audition for American Idol judges



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American Idol Published on Dec 7, 2015

SUBSCRIBE 1.4M

Our judges work hard, so once in a while they need to stretch it out! See what happens when one very unsuspecting contestant walks in during their 'down time.' Subscribe now for more American Idol clips: <http://idol.ly/VT>. Subscribe

[SHOW MORE](#)

5 Comments

Add a public comment

 ancoloco

Jennifer Lopez is amazing.

2 years ago

5 REPLY

 Landon King

That's my boy Billy Bob!!

3 years ago

2 REPLY

 Leanna Jackson

Hahahaha, I can't wait for the next season! I can't believe it's ending. It's been on ever since I was a baby. LOL, Jen. And Harry.

3 years ago

1 REPLY

 Pamela Cavanagh

I have watched this show from the very start. I can't wait for tomorrow night. I will be sad to see it finish. I live in Australia and want to say thank you from down under ☺

2 years ago

0 REPLY

 Alexa Dorion

0.0

3 years ago

0 REPLY

227 3 SHARE SAVE ...

Up next

AUTOPLAY



American Idol S13 Auditions Fun Moments

Mohammad Ahmadi 239K views 35:47



TOP 10 Funniest Comedians That Made SIMON COVELL...

Got Talent Global Recommended for you



Why Megalodon (Definitely) Went Extinct

PBS Eons Recommended for you



The Secrets Of Vibration (52Hz) Hidden truths of sound...

Lucas Hanson Recommended for you



From Skeptic To Believer - News Anchor Gets A First Ti...

Matt Fraser Recommended for you



Married Man Had An Affair for 2 Years (Full Episode) |...

Paternity Court Recommended for you



Stevie Wonder - All I Do

Brittalar Recommended for you



Saeed Renaud: This Guy Makes Meghan Trainor CRY Like...

Talent Recap Recommended for you



Queen - Live at LIVE AID 1985/07/13 [Best Version]

Simon Christopher Recommended for you



THIS WAS KEPT A SECRET

Year You Learned Recommended for you



FEDERAL POSTAL COURT MORTGAGE DEED OF TRUST...

Federal Postal Court Recommended for you



American Idol S14 Auditions Fun Moments (Long Version)

Mohammad Ahmadi 502K views 1:19:02



Worst American Idol Auditions

Kyle Higginbotham 2M views



People Tell A Pastor Why They Don't Believe in God

BuzzFeedVideo 2.5M views



Uncomfortable Moments That Aired On Ellen

Nicki Swift 2.7M views



La'Porsha Renae & Fantasia - Top 24 Duet - AMERICAN IDOL

American Idol 414K views



When X Factor Auditions Get FLIRTY! | X Factor Global

X Factor Global

INVOICE

Sui Juris

Juan Pablo Chavez
 1602 Belle View Blvd
 Alexandria, VA 22307
 United States

Phone: 302-566-5826
 jchavez@alumni.berklee.edu
 http://www.juanpchavez.com
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EX-100
 Invoice #: 0079
 Invoice date: Apr 14, 2017
 Due date: Apr 14, 2017

Amount due:
**\$10,698,189.160.
 00**

Bill To:

APOLLO GLOBAL MANAGEMENT, LLC
 c/o Leon Black
 9 West 57th Street
 43rd Floor
 New York, NY 10019
 United States

sambartsumian@maitland.co.uk

Ship To:

APOLLO GLOBAL MANAGEMENT, LLC
 c/o Leon Black
 9 West 57th Street
 43rd Floor
 New York, NY 10019
 United States

Description	Quantity	Price	Amount
PA Services - 1 minute of service 7:30 A.M. to 2:30 P.M., 7 hours total, on Wednesday, July 23, 2014, at Nassau Veterans Memorial Coliseum, 1255 Hempstead Turnpike Uniondale, NY 11553. (Ticketed Event)	420	\$137.50	\$57,750.00*
AV/SR Services - 1 minute of service 7:30 A.M. to 2:30 P.M., 7 hours total, on Wednesday, July 23, 2014 at Nassau Veterans Memorial Coliseum, 1255 Hempstead Turnpike Uniondale, NY 11553. (Ticketed Event)	420	\$137.50	\$57,750.00*
PA Services - 1 minute of service 7:30 A.M. to 6:30 P.M., 11 hours total, on Thursday, July 24, 2014 at Long Island Marriott 101 James Doolittle Blvd Uniondale, NY 11553. (Ticketed Event)	660	\$137.50	\$90,750.00*
AV/SR Services - 1 minute of service 7:30 A.M. to 6:30 P.M., 11 hours total, on Thursday, July 24, 2014 at Long Island Marriott 101 James Doolittle Blvd Uniondale, NY 11553. (Ticketed Event)	660	\$137.50	\$90,750.00*
PA Services - 1 minute of service 9 A.M. to 2 P.M., 5 hours, on Sunday, July 27, 2014 performing "A DAY IN THE LIFE OF JOHNNY ARCO™" at GRBK MUSIC GROUP 345 Eldert St Brooklyn, NY 11237, Los Limones Deli 1330 Halsey St Brooklyn, NY 11237 and NYC MTA 2 Broadway New York, NY 10004 (Ticketed Event)	300	\$137.50	\$41,250.00*
AV/SR Services - 1 minute of service 9 A.M. to 2 P.M., 5 hours, on Sunday, July 27, 2014 recording "A DAY IN THE LIFE OF JOHNNY ARCO™" at GRBK MUSIC GROUP 345 Eldert St Brooklyn, NY 11237, Los Limones Deli 1330 Halsey St Brooklyn, NY 11237 and NYC MTA 2 Broadway New York, NY 10004 (Ticketed Event)	300	\$137.50	\$41,250.00*
PA Services - 1 minute of service 8:00 A.M. to 5 P.M., 9 hours, on Wednesday, September 17, 2014 at BROOKLYN MARRIOTT 333 Adams St. New York, NY 11201 (Ticketed Event)	540	\$137.50	\$74,250.00*
AV/SR Services - 1 minute of service 8:00 A.M. to 5 P.M., 9 hours, on Wednesday, September 17, 2014 at BROOKLYN MARRIOTT 333 Adams St. New York, NY 11201. (Ticketed Event)	540	\$137.50	\$74,250.00*

Description	Quantity	Price	Amount
PA Services - 1 minute of service 7:30 A.M. to 2:30 P.M., 7 hours total on July 10, 2015 at Denver Coliseum 4600 Humboldt St Denver, CO 80216 (Ticketed Event)	420	\$137.50	\$57,750.00*
PA Services - 1 minute of service 7:30 A.M. to 2:30 P.M., 7 hours total on Saturday September 12, 2015 at W Atlanta - Midtown 188 14th St NE Atlanta, GA 30361 (Ticketed Event)	420	\$137.50	\$57,750.00*
AV/SR Services - 1 minute of service 7:30 A.M. to 2:30 P.M., 7 hours total on Saturday September 12, 2015 at W Atlanta - Midtown 188 14th St NE Atlanta, GA 30361 (Ticketed Event)	420	\$137.50	\$57,750.00*
Private Air Transportation - 1 Flight Hour NYC to LOS ANGELES 82 HOURS; NYC to ATLANTA 26 HOURS; NYC to DENVER 52 HOURS at \$18,000 per flight hour.	160	\$18,000.00	\$2,880,000.00
Ground Transportation GASOLINE \$60 per day at 6 days totaling \$360; TAXICABS \$150; MARTA 1-Day Pass \$9.00; MTA 7-Day Unlimited Pass \$31; LA METRO 1-Day Pass \$7; RTD 10-Ride Ticket Book \$20	1	\$577.00	\$577.00
Food per Diem \$33 per meal for 4 meals per day.	6	\$132.00	\$792.00
Accomodations LONG ISLAND 1 night hotel on Wednesday, July 23, 2014; ATLANTA 1 night hotel on Friday, September 11, 2015; DENVER 1 night hotel on Friday, July 10, 2015; LOS ANGELES on Wednesday December 17, 2014 1 night hotel; At \$750.00 per night.	4	\$750.00	\$3,000.00
Local 802 Health \$32.00 per day of work.	6	\$32.00	\$192.00
(11.99%) Local 802 Pension 11.99% of \$7,118,363,960.00 = \$853,491,838.80	853.4918	\$1,000,000.00	\$853,491,800.00
(17.3%) AFTRA Health & Retirement Funds 17.3% of \$7,118,363,960.00 = \$1,231,476,965.00	1,231.4769	\$1,000,000.00	\$1,231,476,900.00
AGVA Health \$135 per week of work	2	\$135.00	\$270.00
AGVA Bond One 5-day, 8-hour work week of Services bond for a major television production on a Billion Dollar Scale.	1	\$330,000.00	\$330,000.00
5-Year TSE MANAGEMENT™ Management Fee 15% of \$7,118,363,960.00 = \$1,067,754,594	1,067.7546	\$1,000,000.00	\$1,067,754,600.00
5-Year GRBK MUSIC GROUP™ Production Fee 50% of \$7,118,363,960.00 = \$3,559,181,980	3,559.182	\$1,000,000.00	\$3,559,182,000.00
New Work(s) Copyright Special Handling Registration Fee PA, SR, TX, VA, SE & AV Registrations for "The Judges Get Comfy", "A DAY IN THE LIFE OF JOHNNY ARCO", "JOHNNY ARCO AUDITION AMERICAN IDOL 2015" & "SEASON XIV OF AMERICAN IDOL", inter alia.	120	\$800.00	\$96,000.00
New Work(s) Trademark Registration Fee Travis "Billy Bob" Evett, "Johnny Arco Audition American Idol 2015", "A DAY IN THE LIFE OF JOHNNY ARCO" & "SEASON XIV OF AMERICAN IDOL" TM Registration of Production, Distribution, Endorsement, Performance, Recording, Management, Mind Conditioning, Body Conditioning, Spirit Condition Services, inter alia.	145	\$350.00	\$50,750.00
New Work(s) Patent Registration Fee "Chavez #music #business with American Idol Productions, et al." Process Utility (\$280) & Design Patent (\$180)	1	\$460.00	\$460.00

Description	Quantity	Price	Amount
5 Year - Synchronization License (Retroactive) For major productions on a Billion Dollar Scale that acquired a license prior to use; licenses are granted for an even percentage (%) split of earnings from new works that include the Chavez' works and are billed quarterly at \$10,500,000.00 or at actual earnings, whichever is greater. Works that have been produced, endorsed and/or distributed during the term of this agreement include but are not limited to the TRAVIS "BILLY BOB" EVETT, JOHNNY ARCO™ ©, JOHNNY ARCO SANDWICH™ ©, TAKE MY HAND ©, THIS IS GOING TO KILL ME ©, SERIOUS SHIT IS HAPPENING ©, GONE ©, & BFLAT+ MEDIA PUBLISHING, GONE, inter alia.	210	\$1,000,000.00	\$210,000,000.00*
5 Year - Mechanical License (Retroactive) For major productions on a Billion Dollar Scale that acquired a license prior to use; licenses are granted for an even percentage (%) split of earnings from new works.	210	\$1,000,000.00	\$210,000,000.00*
5 Year - Derivative License (Retroactive) For major productions on a Billion Dollar Scale that acquired a license prior to use; licenses are granted for an even percentage (%) split of earnings from new works.	210	\$1,000,000.00	\$210,000,000.00*
5 Year - Public Performance License (Retroactive) For major productions on a Billion Dollar Scale that acquired a license prior to use; licenses are granted for an even percentage (%) split of earnings from new works.	210	\$1,000,000.00	\$210,000,000.00*
5 Year - Transmission License (Retroactive) For major productions on a Billion Dollar Scale that acquired a license prior to use; licenses are granted for an even percentage (%) split of earnings from new works.	210	\$1,000,000.00	\$210,000,000.00*
5 Year - TRAVIS "BILLY BOB" EVETT™ TRADEMARK License (Retroactive) For major productions on a Billion Dollar Scale that acquired a license prior to use; licenses are granted for an even percentage (%) split of earnings from new works.	999.999	\$1,000,000.00	\$999,999,000.00*
5 Year - JOHNNY ARCO™ TRADEMARK License (Retroactive) For major productions on a Billion Dollar Scale that acquired a license prior to use; licenses are granted for an even percentage (%) split of earnings from new works.	999.999	\$1,000,000.00	\$999,999,000.00*
5 Year - TSE MANAGEMENT™ TRADEMARK License (Retroactive) For major productions on a Billion Dollar Scale that acquired a license prior to use; licenses are granted for an even percentage (%) split of earnings from new works.	999.999	\$1,000,000.00	\$999,999,000.00*
5 Year - GRBK MUSIC GROUP™ TRADEMARK License (Retroactive) For major productions on a Billion Dollar Scale that acquired a license prior to use; licenses are granted for an even percentage (%) split of earnings from new works.	999.999	\$1,000,000.00	\$999,999,000.00*
Unlicensed Derivative A/V Title I.A.1, et seq. "Violinist gets arrested & auditions for American Idol Idols Global" (YouTube) Published by Idols Global on Apr 14, 2017			
3m01s Total			
Title I.A.1 0:00 - 0:15			
Title I.A.2 0:16 - 0:31			
Title I.A.3 0:32 - 0:47			
Title I.A.4 0:48 - 1:03			
Title I.A.5 1:04 - 1:19	12	\$1,000,000.00	\$12,000,000.00*
Title I.A.6 1:20 - 1:35			
Title I.A.7 1:36 - 1:51			
Title I.A.8 1:52 - 2:07			
Title I.A.9 2:08 - 2:23			
Title I.A.10 2:24 - 2:39			
Title I.A.11 2:40 - 2:55			
Title I.A.12 2:56 - 3:01			

Description	Quantity	Price	Amount
Unlicensed Derivative A/V Title II.A, et seq. "The Judges Get Comfy! - AMERICAN IDOL" (YouTube) Published by American Idol on Dec 7, 2015			
0:57 Total	4	\$1,000,000.00	\$4,000,000.00*
Title II.A.1 0:00 - 0:15			
Title II.A.2 0:16 - 0:31			
Title II.A.3 0:32 - 0:47			
Title II.A.4 0:48 - 0:57			
Unlicensed Derivative A/V Title III.A, et seq. "American Idol Ringer 'Auditions' feat. on-air performance by Principal Performer Chavez" (YouTube)(Fox)(Facebook, inter alia) Published by FOXHD, FremantleMedia Overseas Ltd, et al.			
3m39s Total			
Title III.A.1 0:00 - 0:15			
Title III.A.2 0:16 - 0:31			
Title III.A.3 0:32 - 0:47			
Title III.A.4 0:48 - 1:03			
Title III.A.5 1:04 - 1:19	15	\$1,000,000.00	\$15,000,000.00*
Title III.A.6 1:20 - 1:35			
Title III.A.7 1:36 - 1:51			
Title III.A.8 1:52 - 2:07			
Title III.A.9 2:08 - 2:23			
Title III.A.10 2:24 - 2:39			
Title III.A.11 2:40 - 2:55			
Title III.A.12 2:56 - 3:01			
Title III.A.13 3:02 - 3:17			
Title III.A.14 3:18 - 3:33			
Title III.A.15 3:34 - 3:39			
Unlicensed Derivative A/V Title III.B "American Idol Ringer 'Auditions' feat. Travis 'Billy Bob' Evett™ and on-air performance by Principal Performer Evett" (YouTube)(Fox)(Facebook, inter alia) Published by FremantleMedia Overseas Ltd, FOXHD, HULU, inter alia.			
3m45s Total			
Title III.B.1 0:00 - 0:15			
Title III.B.2 0:16 - 0:31			
Title III.B.3 0:32 - 0:47			
Title III.B.4 0:48 - 1:03			
Title III.B.5 1:04 - 1:19	15	\$1,000,000.00	\$15,000,000.00*
Title III.B.6 1:20 - 1:35			
Title III.B.7 1:36 - 1:51			
Title III.B.8 1:52 - 2:07			
Title III.B.9 2:08 - 2:23			
Title III.B.10 2:24 - 2:39			
Title III.B.11 2:40 - 2:55			
Title III.B.12 2:56 - 3:01			
Title III.B.13 3:02 - 3:17			
Title III.B.14 3:18 - 3:33			
Title III.B.15 3:34 - 3:45			
MGMT, Production Fees			
TSE Management and GRBK Music Group designation of Chavez' required production and management service.	4,626.9365	-\$1,000,000.00	-\$4,626,936,500.00
(21%) Payroll Fees	1,494.8564	\$1,000,000.00	\$1,494,856,400.00
21% of \$7,118,363,960.00 = \$1,494,856,431.60			
	Subtotal		\$8,679,884,491.00
	Shipping		\$12,558.00
	Taxes (39.6%)		\$2,018,292,111.00
	Total		\$10,698,189,160.00 USD

EX 11 B 11

Notes

URGENT: THIS INVOICE IS MORE THAN 90 PAST DUE.
Thank you for your attention to this matter.

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9:12 PM	Bill To American Idol Productions, Inc. Sent	\$10,698,189,160.00 USD
8:54 PM	Bill To Beverly Frank Sent	\$10,698,189,160.00 USD
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'American Idol' Producer Cleared For Exit From Ch. 11

Share us on: By [Jonathan Randles](#)

Law360, New York (September 22, 2016, 3:42 PM EDT) -- A New York bankruptcy judge said Thursday he would approve CORE Entertainment's plan for reorganizing its debt, clearing the way for the production company behind "American Idol" and "So You Think You Can Dance" to exit Chapter 11.

The plan was approved after CORE's attorney told U.S. Bankruptcy Judge Stuart Bernstein that the company resolved a dispute with "Idol" creator Simon Fuller who had objected to the reorganization strategy. Under the plan, CORE will allow Fuller a \$6 million claim to satisfy obligations under a consulting arrangement between the two parties.

Fuller, the former chief executive of CORE's 19 Entertainment unit which is responsible for producing the talent competitions, had opposed the company throughout the bankruptcy case. When CORE filed for Chapter 11 protection in April, the company blamed the timing of the bankruptcy on Fuller's demand in the U.K. for immediate payment under the consulting contracts.

During a court hearing in Manhattan, Fuller's attorney Darren Azman of McDermott Will & Emery LLP said approving the reorganization plan was in the best interest of all parties and would allow the business "to move on and close the door on the Chapter 11 case."

The Chapter 11 plan is designed to significantly reduce CORE's debt in exchange for handing control of the business to its lenders. The company's bankruptcy came weeks after "American Idol" wrapped up its final season on U.S. television.

CORE CEO Peter Hurwitz said the Chapter 11 reorganization was accomplished with minimal disruption to the business, its various units including 19 Entertainment and its series "American Idol" and "So You Think You Can Dance."

"We set out to expeditiously move through this restructuring and will shortly emerge with a streamlined balance sheet and the financial wherewithal to achieve our goal to become one of the preeminent content creation companies," Hurwitz said in a statement.

CORE owes approximately \$397.3 million to its first- and second-lien lenders. CORE is expected to emerge from Chapter 11 with between \$36.8 million and \$40 million, Moelis & Company LLC managing director Zul Jamal testified Thursday. CORE retained Moelis as a financial adviser.

At the time of the bankruptcy, CORE said in court papers that it had sought Chapter 11 because its capital structure became unsustainable when ratings for "Idol" started to decline and it was unable to replace the revenue generated from the show.

The debtors are represented by Matthew A. Feldman, Paul V. Shalhoub and Andrew S. Mordkoff of Willkie Farr & Gallagher LLP.

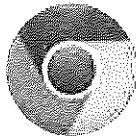
Fuller is represented by Timothy W. Walsh and Darren Azman of McDermott Will & Emery LLP.

The case is In re: AOG Entertainment Inc. et al., case number 1:16-bk-11090, in the U.S. Bankruptcy Court for the Southern District of New York.

--Editing by Kelly Duncan.

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'American Idol' Producer Files For Ch. 11

Share us on: By [Jonathan Randles](#)

Law360, New York (April 28, 2016, 10:19 AM EDT) -- The company that produced the "American Idol" television show filed for bankruptcy protection Thursday in New York, listing \$398 million in debt and saying the business's finances had deteriorated as ratings for the show declined, which led Fox Broadcasting Co. to end the long-running series earlier this month.

CORE Entertainment and several of its subsidiaries filed petitions for Chapter 11, saying in court papers that the business sought court protection after it couldn't agree with creditors on restructuring its debt. First broadcast in the U.S. in 2001, "American Idol" wrapped its final season on April 7 amid waning interest from viewers.

In court papers, CORE Entertainment President and CEO Peter Hurwitz said earnings from the show dropped \$15 million in 2014 compared with the previous year; revenue in 2015 decreased by \$35.6 million. The company listed assets of between \$100 million and \$500 million in its Chapter 11 petition.

The dwindling revenue was tied to a drop in viewership, Hurwitz said, which resulted in lower broadcast fees, the loss of major sponsors, including AT&T and Coca-Cola, and other revenue for the company. Meanwhile, production costs for the show increased as producers attempted to "boost the ailing ratings of the series," he said.

The final straw was Fox announcing in May 2015 that the network would not pick up "American Idol" for additional seasons, he said.

"Given 'American Idol's' role as a centerpiece of the company's business model, this announcement has had a detrimental effect on Idols' television programming rights and set the company on an inevitable path towards a restructuring of its balance sheet," Hurwitz said.

Hurwitz said the decision to file for bankruptcy was also driven by a dispute with Simon Fuller, one of the show's creators. Fuller, previously the company's director, has been feuding with the company and earlier this month demanded payment of more than \$2.9 million, according to court papers.

Fuller is also listed as the largest unsecured creditor of CORE Entertainment's subsidiary 19 Entertainment Worldwide with an unsecured claim of \$3.3 million for what is described in court papers as a profit-share advance. The law firm Cravath, Swaine & Moore LLP is also listed as a creditor with \$370,826 in legal fees.

Hurwitz said in the declaration that the company's unsustainable capital structure, inability thus far to replace the "American Idol" revenue streams and inability to consummate an out-of-court restructuring with its primary creditor constituencies ultimately gave rise to the debtors' decision to commence these Chapter 11 cases."

The debtors intend to secure \$35 million in bankruptcy financing from an affiliate called Elvis Blue Moon Holdings, LLC. A court hearing is scheduled for Friday in Manhattan.

The debtors are represented by Matthew A. Feldman, Paul V. Shalhoub and Andrew S. Mordkoff of Willkie Farr & Gallagher LLP.

The case is In re: AOG Entertainment Inc, et al., case number 16-11127, in the U.S. Bankruptcy Court for the Southern District of New York.

--Editing by Sarah Golin.

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FEBRUARY 17, 2017

7:02am PT by Eriq Gardner

'American Idol' Relaunch Clears One Hurdle



A judge signs off on a FremantleMedia deal memorializing an intention among producers to seek distribution for a reboot.

American Idol isn't definitely coming back to television, but the producers of the singing competition show have taken one big

step for the warblers out there.

On Thursday, U.S. Bankruptcy Court judge Stuart Bernstein blessed an amended agreement between 19 Entertainment and FremantleMedia Limited. According to court papers, the agreement "memorializes the parties' intention to re-launch *American Idol* on American television by seeking a new license agreement with a broadcaster, network or other platform subject to various terms and conditions."

FremantleMedia has reportedly been pitching NBC in recent weeks on the reboot.

First, however, FremantleMedia had to come to a deal with the show's other producer, 19 Entertainment, which filed Chapter 11 last April shortly after the fifteenth season of the show. Five months after the bankruptcy filing, deals with lenders reduced about \$385 million in debt, and 19's reorganization plan was approved.

FremantleMedia and 19's owners then spent months trying to work out an agreement that dealt with such lingering issues as digital rights and co-owned collateral. Once the parties signed, the deal was taken back to the bankruptcy judge so that it would be assumed post-bankruptcy. Although there's been reported discussions with NBC, the deal appears structured to at least contemplate the possibility of a re-launch on a digital platform rather than television.

The deal has one other big component. It's now an entity called NEG Operations, Inc., that is deemed a successor-in-interest to 19's rights to *American Idol*. If the show does get re-launched, expect to see that name on credits instead of 19 or Core Media.

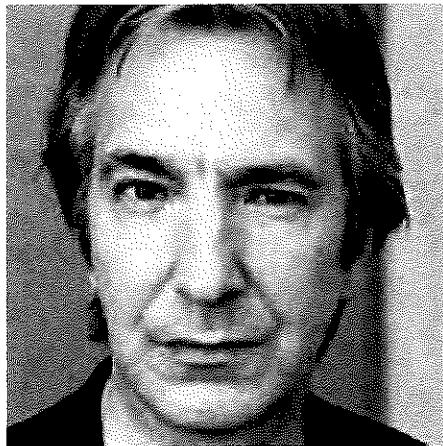
Although the parties have come together on reviving *American Idol*, there's still massive litigation pending directed at Fox, Endemol and a big private equity firm over the way assets were

allegedly stripped from Core Media Group, parent company of 19.

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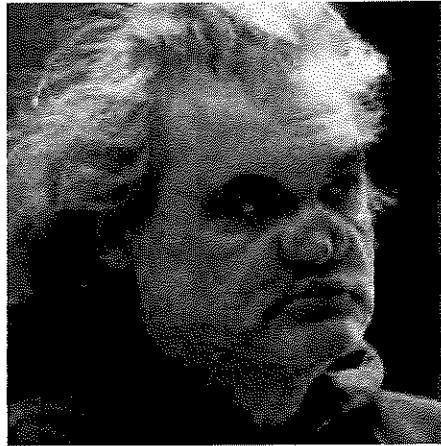
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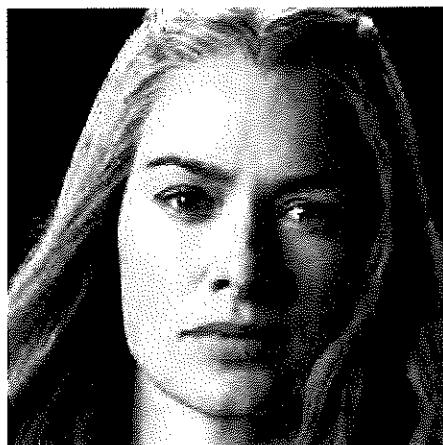
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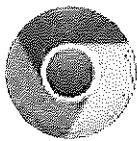
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'Idol' Lenders Fight Fox's Bid To Move Contract Row To NY

Share us on: By [Melissa Daniels](#)

Law360, Los Angeles (October 3, 2017, 5:54 PM EDT) -- An attorney for lenders of bankrupt Core Media, the producer of "American Idol," urged a California judge Tuesday to keep hearing their suit that accuses Apollo Global Management and 21st Century Fox of interfering with their loan agreements with the company, after he tentatively ruled to send the case back to New York.

Los Angeles Superior Court Judge Gregory W. Alarcon issued the tentative order Tuesday in favor of Fox and Apollo, a private equity company that acquired Core in 2011, after a New York bankruptcy judge boomeranged the case to its original forum of California state court.

Jason D. Russell of Skadden Arps Slate Meagher & Flom LLP, Fox's attorney, told the court that the suit should be moved to New York state court because it is "in essence, a dispute between New Yorkers over whether New Yorkers should get paid." He said the business agreements that the lenders say interfere with their Core loan agreements were entered and executed in New York and the Core Litigation Trust bringing the suit was also created in a New York bankruptcy proceeding.

"We're being sued by a New York trust," Russell said.

Judge Alarcon told the parties that he would issue his final order later Tuesday.

A move to New York state court would represent the fifth jurisdiction the case has been in since it was filed by the trust in December 2016. The case was originally brought in Los Angeles Superior Court late last year before Fox and Apollo had it removed to California federal court and then transferred to New York federal district court.

Then the New York federal court referred the case to the New York bankruptcy court where it was put in front of U.S. Bankruptcy Judge Stuart M. Bernstein, the judge who was in charge of Core's Chapter 11 restructuring until a plan was confirmed last year. He ruled in July that the suit wasn't closely enough related to the bankruptcy to warrant being in his court, especially post-confirmation, and granted the lenders' mandatory abstention motion to send it back to California state court.

The suit accuses Apollo, Fox and related companies of inducing breach of contract and intentional interference with a contract based off of two loan agreements that provided \$360 million in financing to Core.

The trust says that Core, a reality TV company that is also behind the "So You Think You Can Dance" show, was forced to enter a shared services agreement or "operational merger" with a company controlled by Apollo and then contribute all the equity in those enterprises into a joint venture with a 21st Century Fox unit. The complaint says these business arrangements violated successor obligor clauses and change of control clauses in the loan agreements.

Michael B. Carlinsky of Quinn Emanuel Urquhart & Sullivan LLP, the lenders' attorney, urged Judge Alarcon to reconsider his tentative order. Current and former Core employees will be required to testify about how the company's operations changed after the shared services and joint venture agreements, he said.

"What's ultimately the question for the jury is did these series of transactions constitute a change of control," he said.

He also pointed to the defendants' presence in Los Angeles, citing Fox's studio presence and the hub of entertainment activity. And while the trust may not have been created in California, many of the beneficiaries it

represents are California residents or have ties to the state — including entertainment mogul Simon Fuller and ex-Core CEO Marc Graboff, Carlinsky said.

But Russell argued for Fox and the other defendants that their main places of business are in New York and that the lenders who may need to appear can still do so if the case is moved.

“Essentially, the trustee has taken over all their rights,” he said. “They’ll do what the trustee says.”

Carlinsky told Law360 on Tuesday that the trust is looking forward to moving on to the discovery phase of the litigation.

Attorneys for the defendants declined to comment.

Core Litigation Trust is represented by Michael B. Carlinsky, Eric Winston, David M. Grable, Patrick T. Schmidt and Patrick T. Burns of Quinn Emanuel Urquhart & Sullivan LLP.

21st Century Fox Inc. and its affiliates are represented by Jason D. Russell, Richard Marmaro, Virginia F. Milstead and Alyssa J. Clover of Skadden Arps Slate Meagher & Flom LLP.

Apollo Global Management LLC and its affiliates are represented by Daniel M. Petrocelli, Molly M. Lens, Jonathan Rosenberg and Asher Rivner of O’Melveny & Myers LLP.

Specially appearing defendants Endemol USA Holding Inc., AP NMT JV Newco BV, MediaArena Holding BV and Endemol USA Inc. doing business as Endemol Shine North America are represented by William W. Oxley and Nathan M. McClellan of Dechert LLP.

The case is Core Litigation Trust v. Apollo Global Management LLC et al., case number BC643732 in the Superior Court of the State of California for the County of Los Angeles.

--Additional reporting by William Gorta and Ryan Boysen. Editing by Dipti Coorg.

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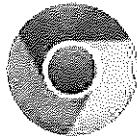
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'Idol' Lenders Say Apollo Mismanaged Co. For Own Benefit

Share us on: By [Rick Archer](#)

Law360 (April 30, 2018, 8:13 PM EDT) -- Lenders to the failed production company behind "American Idol" on Friday told a New York bankruptcy court that Apollo Global Management helped sink the company as part of setting up a merger deal for its own benefit.

A bankruptcy trust formed to benefit creditors of CORE Media Inc. told the court that Apollo stopped the company from investing its cash and forced it to make a \$93 million settlement payment after it had slipped into insolvency in order to benefit from a complex merger between CORE, Apollo-owned producer Endemol and a production company owned by 21st Century Fox. A separate adversary suit claimed the foreign distribution rights to Core's game show "The Wall" were improperly transferred to Endemol.

"Apollo Global and the director defendants acted in their own self-interest rather than in a manner to preserve CORE Media as a going concern," the trust said..

The trust said Apollo acquired CORE in 2012. A deal struck in 2014 effectively brought CORE under the control of a joint venture made up of Endemol, another Apollo-owned producer, and Fox's production company Shine, the trust said. CORE declared bankruptcy in 2016.

The trust claimed that prior to the merger, Apollo, acting through the trustees it had placed on CORE's board, caused CORE to sell off name and image rights it had acquired to Elvis Presley and Muhammad Ali and then refused the company permission to invest the funds.

"In a classic scheme of usurping a corporate opportunity, the director defendants, aided by Apollo Global, forced the \$115 million to remain in a low-interest bearing account to make it easier for Apollo Global to obtain financing for the joint venture and ultimately realize an improper profit on its out-of-the-money equity stake in CORE Media," it said.

It said in another component of the joint venture deal Apollo entered into a contract with Fox committing it to pay a \$93 million judgment that had been entered against CORE in a shareholder suit by Huff Fund Investment Partnership in July 2014.

The trustee claimed when payment of the shareholder judgment came to a vote in February 2015, Apollo did not disclose the Fox contract and gave an "intentional and unduly" optimistic account of the financial impact of paying the judgment, resulting in the board authorizing payment despite CORE being insolvent at the time, with more than \$375 million in debt — not including the judgment — and less than \$359 million in total assets.

"Paying the Huff judgment served to personally benefit Apollo Global and its affiliates, and Apollo Global ensured that its conflicted interest in the shareholder payment occurring was not recorded in board minutes and was hidden from any independent persons," it said.

In a separate adversary suit the trustee claimed the foreign distribution rights to the game show "The Wall" were improperly transferred to Endemol in October 2014 despite it contributing no funds to the development of the project.

Counsel for the trust and representatives of Apollo and Endemol did not immediately respond to requests for comment late Monday.

The trust sued Apollo and Fox in December 2016 in Los Angeles Superior Court, saying the defendants plotted

to take control of CORE's assets without triggering protections in the lenders' contracts with CORE. The case was moved five times since it was first filed, but the trust said in November that the defendants have agreed that New York is the proper venue.

The trust is represented by Scott C. Shelley, Eric Winston and Jennifer Nassiri of Quinn Emanuel Urquhart & Sullivan LLP and Christopher Frost of Eisner APC.

Counsel information for Apollo and Endemol was not immediately available Monday.

The adversary cases are CORE Litigation Trust v. Endemol USA Holding Inc. et.al., case number 18-01539 and CORE Litigation Trust v. Apollo General Management Inc., case number 18-01540, both in the United States Bankruptcy Court for the Southern District of New York.

--Additional reporting by Jack Newsham. Editing by Alanna Weissman.

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December 28, 2018 11:46 PM ET

Snapshot

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Company Overview

AOG Entertainment, Inc. operates as a management company, which produces motion pictures and television programming in California. It also manages comedic talent. The company is based in Beverly Hills, California. AOG Entertainment, Inc. operates as a subsidiary of CKX Inc.

345 North Maple Drive
Suite 200
Beverly Hills, CA 90210
United States

Phone: 310-385-1820
Fax: 310-385-1834

Key Executives For AOG Entertainment, Inc.

Mr. Steve Tenenbaum

Principal

Mr. Larry Brezner

Principal

Mr. David Steinberg

Principal

Compensation as of Fiscal Year 2018.

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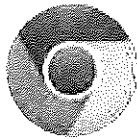
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Apollo, 21st Century Fox Face \$360M 'Idol' Lenders Suit

Share us on: By [William Gorta](#)

Law360, New York (December 16, 2016, 7:35 PM EST) -- The bankruptcy trustee for Core Media, the company that produced "American Idol," accused [Apollo Global Management](#) of cheating Core's lenders out of \$360 million through a series of complex maneuvers that changed control of the company without requiring the assumption of Core's debt by the new owners, according to a lawsuit filed Monday in California.

The suit charges Apollo and related companies along with [Twenty-First Century Fox](#) of breach of contract and intentional interference with a contract. The complaint alleges that Core, which was acquired in 2011 at the height of "American Idol's" success, was forced to enter a shared services agreement or "operational merger" with a company controlled by Apollo and then contribute all the equity in those enterprises into a joint venture with a Twenty-First Century Fox unit.

In so doing, Apollo ceded control of the company, which required it to pay back the loans or require that any merged company assume the loan obligations so Apollo would have "skin in the game," according to the complaint.

"Apollo is willing to bend and break the rules to engineer escapes from unfavorable financing positions, leaving its targets to succumb to bankruptcy while creditors are left holding the bag," the complaint says. "The same pattern holds here. Apollo and its affiliated defendants, with Fox's participation, engaged in a scheme to evade Core's obligations to its lenders involving dozens of steps undertaken through nearly all of 2014."

The complaint also says Apollo arranged for Core to contract with it for "so-called management services" for which the entertainment company paid millions.

The suit seeks compensatory damages along with exemplary or punitive damages and attorneys' fees.

"The lawsuit is without merit and we intend to defend ourselves vigorously," Apollo said in a statement.

A representative for Twenty-First Century Fox did not respond Friday to a call seeking comment.

In September, a New York bankruptcy judge said he would approve Core's plan for reorganizing its debt, clearing the way for the production company behind "American Idol" and "So You Think You Can Dance" to exit Chapter 11.

The Chapter 11 plan is designed to significantly reduce Core's debt in exchange for handing control of the business to its lenders. The company's bankruptcy came weeks after "American Idol" wrapped up its final season on U.S. television.

Core CEO Peter Hurwitz said the Chapter 11 reorganization was accomplished with minimal disruption to the business, its various units including 19 Entertainment and its series "American Idol" and "So You Think You Can Dance."

Core owes approximately \$397.3 million to its first- and second-lien lenders. Core is expected to emerge from Chapter 11 with between \$36.8 million and \$40 million, its financial adviser told the bankruptcy court.

At the time of the bankruptcy, Core said in court papers that it had sought Chapter 11 because its capital structure became unsustainable when ratings for "Idol" started to decline and it was unable to replace the revenue generated from the show.

The trustee is represented by Michael B. Carlin ky, Eric Winston, David Grable, Patrick T. Schmidt and Patrick Burns of [Quinn Emanuel Urquhart & Sullivan LLP](#).

Counsel for Apollo was not immediately available.

The case is Core Litigation Trust v. Apollo Global Management LLC, et al. case number BC643732, in the Superior Court for the State of California for he County of Los Angeles.

--Editing by Orlando Lorenzo.

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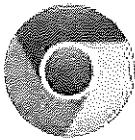
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Fox Joins Apollo To Create Reality TV Titan

Share us on: By [Kaitlyn Kiernan](#)

Law360, New York (May 15, 2014, 6:27 PM EDT) -- Twenty-First Century Fox Inc. said Thursday that it would partner with private equity firm Apollo Global Management LLC in a joint venture that would create a reality-TV powerhouse.

The deal would combine Fox's Shine Group and Apollo's Endemol and CORE Media Group to place "American Idol," "The Biggest Loser" and "Big Brother" under one roof.

"The parties have entered into a preliminary agreement, subject to a number of conditions, which calls for Fox and funds managed by affiliates of Apollo to jointly own and manage the new joint venture," a statement from Fox said Thursday.

Control of the joint venture would be evenly split, with both Apollo and Fox retaining a 50 percent share, according to a person familiar with the proposed deal. It would also be jointly run, the source said.

The proposed deal comes just days after Fox said it would scale back its long-time hit "American Idol," a show produced by Apollo's Core Media, as ratings and viewership slipped to new lows.

Apollo acquired Core Media, then known as CKX Inc., in June 2011 for \$509 million. The production company's other hits include "So You Think You Can Dance" and "Man v. Food."

The private equity firm acquired a majority stake in Endemol in April 2012 after amassing a significant portion of the company's debt before the company warned lenders it wouldn't be able to meet payment terms. Endemol is behind "Deal or No Deal" and "Wipeout," in addition to "Big Brother."

News Corp. — the former parent of Fox, which was spun off in June 2013 — acquired Shine Group in 2011 for \$675 million. Shine was founded by Rupert Murdoch's daughter Elisabeth Murdoch.

A shareholder suit brought by Amalgamated Bank in Delaware's Chancery Court alleging the deal as the product of nepotism was settled last April. News Corp. didn't admit to wrongdoing, but agreed to enhance its governance practices.

Shine had distributed more than 4,000 hours of broadcast content to more than 200 countries as of the end of 2013, according to the company's website. Its shows include "MasterChef" and "The Biggest Loser."

Fox warned in the statement Thursday that the deal might not go through. A spokesman for the company declined to comment on a timeline for the proposed joint venture, and a representative for Apollo didn't immediately respond to a request for comment.

--Editing by Elizabeth Bowen.

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Fox Teams Up With Apollo In TV Production Venture

Share us on: By [Kaitlyn Kiernan](#)

Law360, New York (October 10, 2014, 11:52 AM EDT) -- Media powerhouse [21st Century Fox](#) is teaming up with private equity firm [Apollo Global Management LLC](#) in a new media production venture that will combine the makers of "The Biggest Loser" and "Big Brother," continuing a trend of consolidation in the content production industry.

The venture will join Apollo's Dutch producer Endemol NV and Core Media Group with Rupert Murdoch's Fox's Shine Group Ltd., the companies said in a statement today, finalizing an agreement first announced in May. Control of the joint venture would be evenly split, with Apollo and Fox retaining 50 percent stakes.

"This partnership advances our strategy of accelerating 21st Century Fox's growth in worldwide television production," Chase Carey, 21st Century Fox president and chief operating officer, said. "The combination of these assets will create a leading global format business with a deep and diverse portfolio of products, enhanced distribution capabilities and world-class creative talent."

The deal comes amid a shift in the television industry as the line between content production and distribution increasingly blurs as new distributor on the block Netflix Inc. has proven itself to be a capable content producer with hit, award-winning shows including "House of Cards" and "Orange is the New Black."

The new Fox-Apollo venture will be run by Sophie Turner Laing, a former managing director of content at Fox minority-owned British Sky Broadcasting Group Plc who oversaw an expansion of that broadcaster's portfolio of entertainment channels and a new partnership with premium channel HBO.

Murdoch's daughter Elisabeth Murdoch, founder of Shine Group, will step down as nonexecutive chairman of Shine after the close of the deal, which is still subject to regulatory approval.

News Corp. — the former parent of Fox, which was spun off in June 2013 — acquired Shine Group from Elisabeth Murdoch in 2011 for \$675 million.

Apollo acquired Core Media, then known as CKX Inc., in June 2011 for \$509 million. The production company's other hits include "So You Think You Can Dance" and "Man v. Food."

The private equity firm acquired a majority stake in Endemol in April 2012 after amassing a significant portion of the company's debt before the company warned lenders it wouldn't be able to meet payment terms. Endemol is behind "Deal or No Deal" and "Wipeout," in addition to "Big Brother."

AGM Partners is advising 21st Century Fox on financial matters in the joint venture deal.

The deal announced Friday comes two months after Murdoch's 21st Century Fox dropped a short-lived campaign to swallow rival Time Warner Inc., a blockbuster deal worth that would have been worth \$8 billion and that would have united two of the world's most prolific media and entertainment companies.

The decision to drop the bid came less than a month after Fox confirmed it had made a cash-and-stock offer and amid a swirl of speculation that it could sweeten its bid to win over the reluctant target. But Time Warner's board never warmed to the prospect, prompting the would-be suitor to walk away from the bargaining table, Murdoch said.

--Editing by Richard McVay.

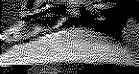
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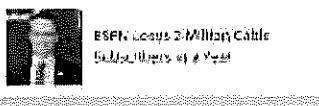
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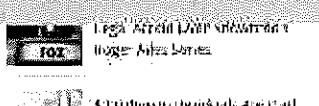


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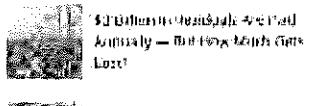
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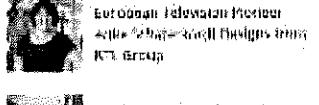
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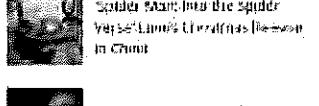
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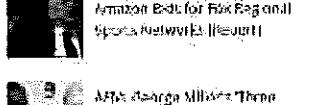
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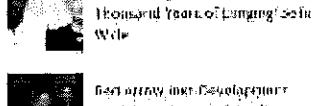
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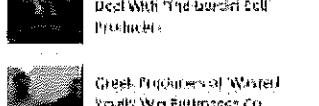
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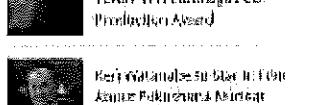
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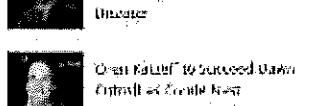
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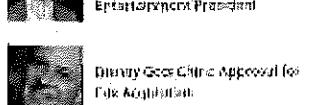
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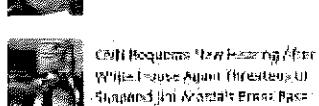
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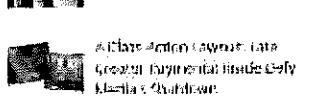
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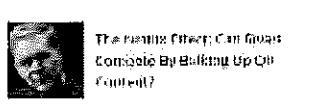
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'American Idol' Owner Files for Chapter 11 Bankruptcy

By Eric Gardner



By Eric Gardner

American Idol

Top reality-show producer
Core Media currently is \$398
million in debt.

Core Media Group, the company behind *American Idol* and *So You Think You Can Dance*, has filed for Chapter 11 bankruptcy protection in New York.

The 10-year-old company, founded a decade ago and was recently brought into a joint venture owned by 21st Century Fox and Apollo Global Management, but as it has now aired its last show, it appears that Core envisions some restructuring. In the bankruptcy filing, the company says it owes \$398 million to third parties, including from two matured loans from Cerberus Capital Partners, Crescendo Media Investors, Daystar Capital and Hudson Bay Capital Management. The company reports about \$73 million in assets but less than \$10 million in cash on hand.

Chief creative officer Matt Fuller, the company's No. 1 unsecured creditor and is owed \$1.37 million, has payment demand due April 14 from Julianne Jordan of the company under the bankruptcy papers, according to the decision to file for Chapter 11. A decision on filed in court says that after Fuller left in 2010, he was given a profit share of his shows and money as a consultant. A statutory demand for payment served by Fuller in the U.K. brought the prospect that he could commence winding-up proceedings on Core's U.K. creative division.

As the second largest unsecured creditor, former Core chief Marc Graboff, who is now overseeing studio operations at Discovery, is owed \$1.32 million in severance. Sony Pictures has about \$400 million in debt, after the sale of the studio to Viacom, which is the main creditor.



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production by a Core entity. Some of the other companies that have profit shares in Core show include Creative Artists Agency, Dick Clark Productions and Fox Broadcasting.

Over the years, Core's mission has changed. It was originally set up to manage the intellectual property of Elvis Presley and Muhammad Ali, but by 2013, those assets had been sold to ALH, the brand owners. ALH's TV Entertainment, purchased in 2015, is the company's crown jewel, and is continuing to own the recording rights of such stars as Kelly Clarkson and Garth Brook, who have competed on Idol. Core also owns Sharp Entertainment, which produces unscripted programming like *Alton v. Food*, *Extreme Couponing* and *My Crazy Obsession*.

According to a declaration made in court in conjunction with the Chapter 11 filing, the company is facing a tough business environment. In the year preceding the filing, the company was running a loss, however, the company has recently experienced deterioration in its financial performance, primarily attributable to the decline in ratings for *American Idol* and the corresponding decline in revenues from IDOL-related broadcast fees, international tape sales for telebroadcast, touring fees, sponsorships and IDOL-related merchandise.

Core says its capital structure is now "unsustainable" given the inability to replace Idol, and while it still is getting money from Fox for *So You Think You Can Dance*, it has been facing a financial crunch. It cut its employee base by entering into a shared services agreement with Fremantle, under which Core got legal, financial, HR and marketing support while Fremantle received \$2 million annually and other financial considerations, but that partnering agreement was terminated last year.

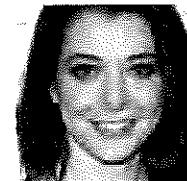
The dipping Idol fortunes have backed the company into a tough place. In 2014, earnings from the show decreased by \$15 million, according to court papers, and overall, the company says it suffered a total revenue decrease of \$85.6 million for the first half of 2015. In just past two years, Core's IDOL has been trying to make up some of the money in a court proceeding against Sony Music over money generated by sales and distributions of Idol artists.

Additional negative ripple effects included: among other things, a decline in re-broadcast fees due to reduced broadcast hours; the loss of both Coca-Cola and AT&T as main sponsors of *American Idol*; and the closure of the *American Idol Experience* theme park attraction at Walt Disney World, state the court papers. "This decline culminated on May 11, 2015 in Fox announcing that it would no longer air the *American Idol* series in the United States after its 13th and final season."

Core, run by president Peter Hurwitz and chief financial officer Scott Probst, now says it hasn't secured new business lines sufficient to service the debt. The company has been engaged in discussions with its lenders, including Fremantle and Crestview, and reports that it has "reached an agreement in principle to restructure" and "is confident that it will be able to finalize and document a global deal in the near-term."



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'American Idol' Owner Core Media Allowed to Terminate Deal With Simon Fuller *By Eric Gardner*

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f

Simon Fuller

A bankruptcy judge permits the rejection of a profit sharing agreement on 'Idol' and 'So You Think You Can Dance.'

Core Media has been given an escape hatch from its agreements with Simon Fuller, the creator of *American Idol*. At a hearing in bankruptcy court on Tuesday, Judge Stuart Bernstein granted a motion that will cause Fuller to lose out on a 10 percent profit share from *Idol* as well as *So You Think You Can Dance*.

The development comes amid an escalating feud between Fuller and Core Media, the parent company of 19 Entertainment that filed Chapter 11 bankruptcy in April after Fox canceled the long-running singing competition show. Fuller has been hounding the company for several million dollars and has hinted at bringing claims.

In reaction to Fuller's demands, which came as Core was working with its creditors to restructure almost \$400 million in debt, Core sought an order pursuant to bankruptcy code authorizing the rejection of Fuller's consulting agreements. Back in 2010, when Fuller left 19 Entertainment, he signed a lucrative deal that entitled him to substantial payments in return for executive producer and consulting services.

"The recent decline in the debtors' businesses, coupled with the recent conclusion of *American Idol* on American broadcast television, has caused the Fuller Consultancy Deed to become more burdensome than [sic] beneficial," states court papers filed by Core, which added that Fuller hadn't provided any services since the April bankruptcy, that his services were no longer needed and that he had become harassing.

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Fuller's reaction to this move was his own attempt to interest the judge in an alternative plan for Core's reorganization—one that would have him playing a continuing role with the company moving forward.

The television executive's representatives had no comment about the judge's decision on Tuesday.

After the hearing, Core Media issued its own statement: "The company has the utmost respect for Simon Fuller. We are enormously grateful for the shows he created and his development of 19 entertainment."



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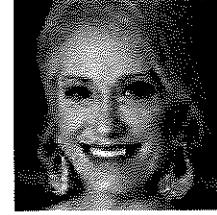
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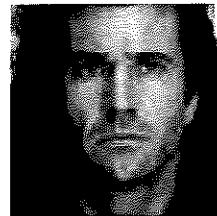
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SEPTEMBER 29, 2016

'American Idol' Owner Core Media Gets Reorganization Plan Approved

By *Eric Gardner*


[f](#)
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By *Eric Gardner*
American Idol

The company reduces \$385 million of debt through a deal with its lenders.

U.S. Bankruptcy Judge Stuart Bernstein has signed off on Core Media Group's plan for reorganization after the company filed for Chapter 11 upon the cancellation of *American Idol* and a fight with idol creator Simon Fuller.

With nearly \$400 million of debt, Core declared bankruptcy in April and began negotiating with lenders including Tennenbaum Capital Partners, Crestview Media Investors, Bayside Capital and Hudson Bay Capital Management. The process occurred as Core Media produced the 13th season of its other big Fox competition show, *So You Think You Can Dance*.

Ultimately, Core — whose subsidiaries produce other unscripted fare like *Man v. Food*, *Extreme Couponing* and *My Crazy Obsession* — was able to make deals that de-loaded its debt by more than \$305 million. TCP and Crestview, gaining equity stakes, also would invest about \$18 million in the reorganized company, according to court papers supporting the plan.

Although all of the biggest creditors voted to approve the plan, it nevertheless drew objections from Dick Clark Productions, seeking assurances that agreements would be honored, as well as a range of former idol stars including Carrie Underwood, Adam Lambert, Rebbie Jackson and Phillip Phillips (who continues to be in litigation with the company).

Perhaps the most vocal objector was Fuller, whose demand for payments and threat of winding-up proceedings on Core affiliate 19 Entertainment helped spur the Chapter 11 case in the first place.



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Fuller has been trying to do deals, and his monolithic discovery prompted him to get the judge to approve termite consulting agreements that gave him a 10 percent profit share from *Idol* (which still is on the air in international territories) as well as *So You Think You Can Dance*.

Judge Bernstein reportedly gave his nod to the reorganization plan at a hearing on Thursday when the attorneys finalized a deal allowing Fuller a \$6 million claim to end of his consulting deals.

"Today's confirmation is the culmination of many months of negotiation, compromise and collaboration," said Core CEO Peter Hurwitz in a statement. "As with any complex process, this bankruptcy required skillful navigation which was achieved with minimal disruption to our business. We are incredibly proud of the work we have accomplished, the continued success of *GT* and *Shark Entertainment* and *19 Entertainment*'s iconic franchises, *American Idol* and *So You Think You Can Dance*. We are grateful for the focused, tireless dedication of our employees, board, current and new shareholders, and the many professionals on all sides of this transaction without whom none of this would have been possible. We set out to expeditiously move through this restructuring and will shortly emerge with a streamlined balance sheet and the financial wherewithal to achieve our goal to become one of the preeminent content creation companies."



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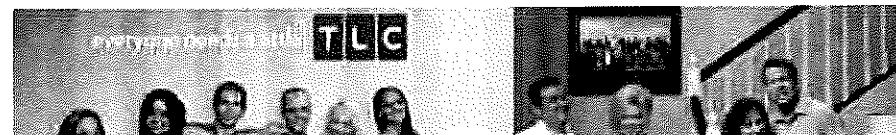
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'American Idol' Producer Files \$6 Million Lawsuit Against Season 11 Winner Phillip Phillips

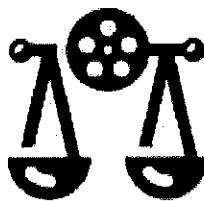


PHOTO: PHILIP THOMAS
PHILIP PHILLIPS

A complaint filed on Thursday follows the bankruptcy of 19 Entertainment.

19 Entertainment, the producer of *American Idol* that filed for Chapter 11 bankruptcy in late April, is now gunning for Phillip Phillips. A complaint filed on Thursday in New York bankruptcy court alleges that the winner of *Idol*'s 11th season has been holding up to as much as \$1 million of 19's money and that he should also be forced to pay at least \$5 million for repudiating and breaching various agreements.

Back in January 2015, Phillips aimed to escape a management agreement by lodging a bold petition with the California Labor Commissioner asserting that 19 "manipulated" him into accepting jobs and was in violation of California's Talent Agencies Act, which says only licensed talent agents can procure employment for clients. The *Idol* star's move threatened to be disruptive to competition shows that often require participants to sign onerous agreements pertaining to post-show deals. Here, Phillips also maintained that 19 had a fiduciary duty to him, and that the company had breached such duty by compelling him to take jobs that were of benefit to the company and its affiliates rather than to him.

The petition has moved more quickly than most at the California Labor Commissioner, but not quickly enough to reach any determination before the final season of *Idol* this year. In fact, as a favor to *Idol* executive producer Nigel Lythgoe, Phillips appeared in the final season.

But that hardly settled matters. There was a Labor Commissioner hearing scheduled for May 31, but before that happened, 19 declared bankruptcy on April 28 amidst a separate money dispute with *Idol* creator Simon Fuller.



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Soon after the Chapter 11 filing, according to court documents, a hearing officer with the Labor Commissioner announced he was "closing the file without adjudication of the petition." In other words, the bankruptcy paused Phillips' case.

Now, TS is going on the offensive by filing an adversary complaint in bankruptcy court that is sure to test jurisdiction.

The complaint alleges that Phillips has been holding up to somewhere between \$850,000 and \$1 million based upon the "anticipation" that his agreements (which include a recording and publishing deal) would be voided.

"Phillips has refused and insists that he will continue to refuse to perform pursuant to the Agreements, thereby causing Plaintiff's additional damages," states the complaint, being handled by attorneys at Willie Fan & Gallagher. "The amount of the additional damages from these continuing breaches is not presently ascertainable with precision but will be presented at the time of trial and will exceed \$5,000,000."

Says Phillips' attorney Howard King in refutation: "TS's new complaint is a blatant attempt to evade California's jurisdiction and thwart the fundamental public policies crafted to protect artists. TS cannot murder its parents, then seek mercy as an orphan."



ERIK GARDNER

erik.gardner@thec.com
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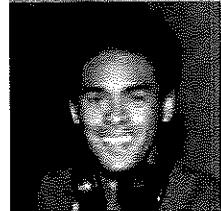
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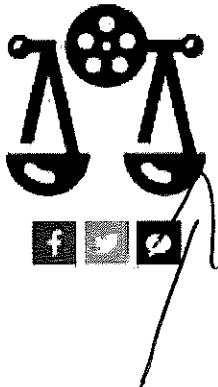
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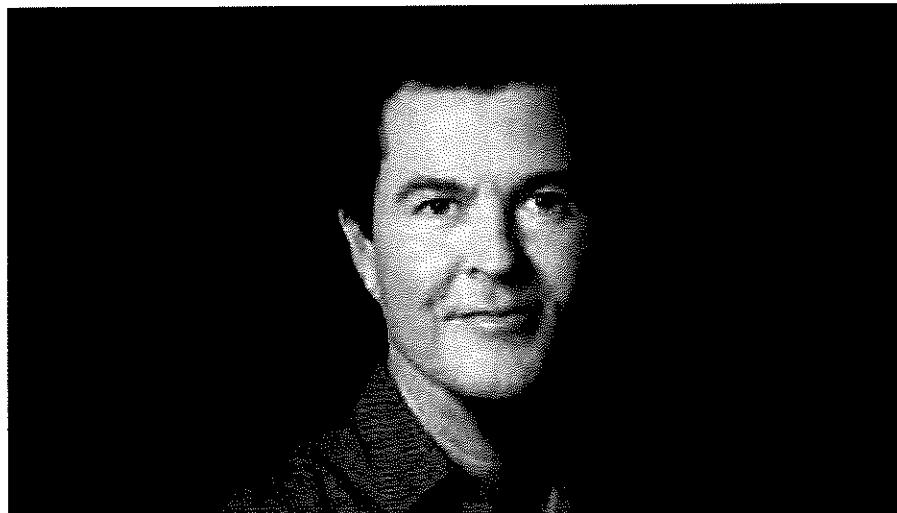


AUGUST 03, 2018 | BY DREW GARDNER

Simon Fuller Eyeing Fraud Claims Against 'American Idol' Owner



Blame the little



By Simon Fuller

by Drew Gardner



The executive producer of many hit shows asks a bankruptcy court's authorization to investigate.

Simon Fuller, the creator of *American Idol* and an executive producer on *So You Think You Can Dance*, is investigating potential claims against Core Media Group, the rights holder of those shows.

In April, Core filed for Chapter 11 bankruptcy after *Idol*'s final season aired and Fuller made a multi-million dollar payment demand. The prospect that Fuller could commence winding up proceedings on Core affiliate 19 Entertainment in the U.K. caused Core to move quickly, and since then, the debtor has been working with creditors on a plan of reorganization to satisfy nearly \$400 million in outstanding debt and get the reality television producer back on its feet.

On Tuesday, Fuller made his biggest move in bankruptcy court to date, bringing an ex parte motion for an order authorizing examination of ACG Entertainment and its Core affiliates.

Fuller now asserts a claim worth more than \$10 million thanks to his long-term creative services agreement that provides him profit shares of *Idol* and *So You Think You Can Dance*. He cites "intimate knowledge" of the debtors' operations and alleges that 19 Entertainment has "received little, if any, benefit from the incurrence of such debt."

Fuller raises the prospect of bringing claims for actual and constructive fraudulent transfers, equitable subordination and disallowances, unjust enrichment, breach of fiduciary duty and aiding and abetting breach of fiduciary duty.

"Upon information and belief, the debtors made certain material misstatements in connection with the UK Audit regarding the debtors' solvency, which may impact fraudulent conveyance and other claims," adds his

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motion seeking for authorization to look further into the debtor's assets and transactions.

More immediately, Fuller, who says he was left off the Unsecured Committee of Unsecured Creditors despite indicating interest in serving as a member, could be priming a challenge to confirmation of the reorganization plan. In court papers, he adds, "If the Debtors want to expedite their exit from these Chapter 11 cases, then there must be a concomitant obligation of the Debtors to provide complete and expeditious access to documents and information necessary to evaluate claims and causes of action that may significantly impede the Debtors' ability to confirm a plan."

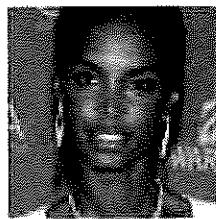
Core gave *The Hollywood Reporter* this statement: "After extensive investigation and constructive negotiations, CORE Media is pleased with the agreement it successfully reached with its official committee acting on behalf of the unsecured creditors. Mr. Fuller's attempt to circumvent the process and disregard the work of the official committee is disappointing. CORE Media remains focused on its upcoming plan confirmation and the swift completion of its restructuring."



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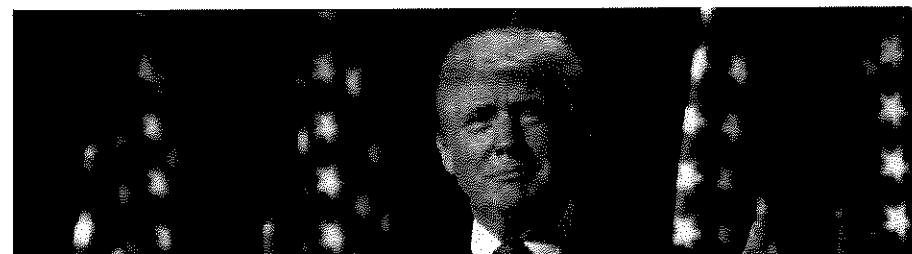
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AUGUST 13, 2018 • 10:40 AM ET | BY JEFFREY ZEICHNER

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Endemol Shine Group Sets Corporate, International Management Teams as Deal Closes by Cynthia Littleton

By CYNTHIA LITTLETON



The newly minted Endemol Shine Group has-act key corporate, legal and international management teams following the end of a lengthy regulatory review of the merger of 21st Century Fox's Shine Group and Apollo's Endemol and Core Media assets.

The joint venture of Fox and Apollo Global Management aims to create a production powerhouse fortified by strong local infrastructure in major TV markets. Former 20th Century Fox exec Sophie Turner (left) was tapped in September to lead the merged entity, which boasts a roster of shows ranging from "American Idol" and "MasterChef" (pictured) to "Broadchurch" and "Peaky Blinders."

The new structure, which formally launches Jan. 1, blends assets from Elizabeth Murdoch's Shine Group and Endemol as co-heads of several departments, including international operations, where Shine's Gary Carter and Endemol's Martha Grass are carving up territories. Core Media Group, the smallest of the three entities, will maintain legal autonomy and its own capital structure, the company said.



Endemol's corporate PR chief Charlie Gardner and Shine's Patrick Keegan will serve as co-heads of marketing and communications. Keegan will be based in London while Gardner will relocate from Blighty to Los Angeles next year.

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But on the international distribution front, Endemol's Gary Payne will take full control of the merged Endemol and Shine distribution entities, which cover a wide swath. Shine International's Nadine Nohr will work with Payne during the transition period before a final

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Germany.

In the U.S., Endemol North America (which owns *Deal or No Deal* and *Charles Darwin*, which previously announced as taking the reins of the Endemol Shine operations as co-chairmen) CEO Peter Hurwitz serves as president of Core Media Group, with Jen O'Connell overseeing development.

"We can't wait to hit the ground running in 2015 with a new group that will be home to many of the very best people and hit programming in the business, and which will deliver world-class content to platforms across the globe," Turner said.

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ENDEMOL SHINE GROUP

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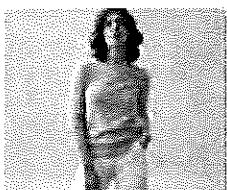
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AUGUST 2018 EDITION

Core Media TV Chief Jennifer O'Connell to Exit Amid Restructuring, Debt Refinancing Push **(EXCLUSIVE)**

By JENNIFER LITTELLER

by Cynthia Littleton



"American Idol" producer Core Media Group is undergoing a management reshuffle as the company tries to hammer out a refinancing deal for more than \$800 million in debt.

Jennifer O'Connell is exiting as the company's head of U.S. Television. Matt Sharp, CEO of Core's Sharp Entertainment banner, will now oversee all development and production for Core's TV efforts, both scripted and unscripted.

Core Media Group is formally part of the joint venture that its former majority owner, private equity giant Apollo Global Management, struck last year with 21st Century Fox — a merger that combined Apollo's Endemol and Core with Fox's Shine Group, but in fact, Core's programming assets remained at arm's length from Endemol and Shine, which have fully merged into a single unit with production-distribution operations around the world. Core functions within the joint venture fall under a shared-services agreement for select back-office support systems. But Core's capital structure is entirely separate from the newly retooled Shine Group, undoubtedly because of its heavy debt load.



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In June Core missed a debt payment for one of its two outstanding \$160 million second lien loans tied to Core, as reported by financial news outlet the Deal. That prompted a downgrade on the company's debt from Standard & Poor's. A source close to the situation said

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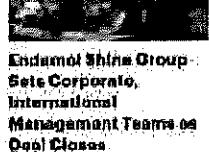
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Endemol Shine Group Sets Corporate, International Management Teams as Deal Closes

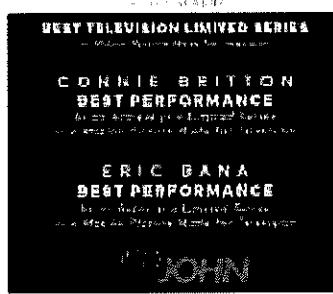
As Core Media Group emerges from the company has been mostly dormant for the past few months, its execs are looking to the future. O'Connell, a former executive with Showtime and NBC, had run TV operations since joining Core in October 2012. Among the shows that Core helmed on O'Connell's watch were Bravo's "Vanderpump Rules," Lifetime's "French" and "Reunion" and OWN's "Love in the City."

Other Core TV executives have departed in recent months, including Jenny Ramirez, VP of development and production. Ramirez joined Irwin Entertainment's sibling VP earlier this week.

Sharp is in the process of recruiting a handful of new execs, including two from the Endemol and Shine camps. Lydia Smith recently signed on as senior VP of production; he had been with Endemol's 51 Percent unit. Mike Abu is coming aboard for a top development post; he had been senior VP of factual entertainment at Shine America.

New York-based Sharp Entertainment also plans to expand its reach with the opening of a West Coast office in the near future.

Apollo's investment in Core began in 2011 when it acquired what was then the publicly held CXX Inc. for about \$310 million. At the time, CXX was flush with the success of "American Idol" and "So You Think You Can Dance," the Fox programs that it has a stake in through its ownership of Simon Fuller's 19 Entertainment. CXX also owned the rights to the names and likenesses of Elvis Presley and Muhammad Ali.



The company's name was changed to Core Media Group after NBC Entertainment alum Mike Gogulski was tapped as president in early 2012. At the time, Apollo indicated it was planning to build up the company's production capabilities through acquisitions. Sharp Entertainment, a busy producer of unscripted cable series, was scooped up in July 2012.

But "Idol" went into a sharp decline — the show is propelling for its farewell season on Fox next year — and Core opted to sell off its rights to the Presley and Ali likenesses. Meanwhile, Apollo was consumed with the even larger debt crisis at Endemol, which scuttled the discussions with Fox about the joint venture. That deal took nearly a year to assemble and move through necessary regulatory approvals in the U.K. But once the management structure began to fall into place last fall, OneDot stepped down as Core president. He joined Discovery Communications in March as head of its studio, business and legal affairs.

Grohoffer's role at Core was filled by Peter Hurwitz, the company's former exec VP and general counsel. Hurwitz previously held the same role at Martha Stewart Living Omnimedia and at the Weinstein Co.

Industry insiders have speculated that once Core's debt problems are addressed, its remaining assets will be folded into Endemol Shine Group. It's only to eliminate redundancies. However, sources close to the situation downplay that scenario, at least in the near future.

A rep for Core Media Group declined comment for this story.

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September 2, 2013 at 10:45 AM

Debi [user]

congrats to all!

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OhYeahw [user]

Congratulations!

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22 [user]

Loved "Euros of Hollywood," Lifetime's "Propose" and "Pleasant Wives Club" and OWN's "Teen in the City."

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Rena Moretti [user]

A job that only someone working on those shows could have "played".

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Solts [user]

Great job!! I'll be watching!

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Travis [user]

Congratulations!

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Cabininlawy [user]

Congrats!

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Y2K [user]

Loved the season finale, great job!

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SandT says:[REPORT COMMENT](#)

Oh and congrats everyone!

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I will note again, because the number of "script team" posts is much higher than usual, that the people "congratulated" by themselves are the people who **AKD** a company with a hit show.

They may be good people, but this is certainly a black mark on their resume (not that it's a hindrance in Hollywood when flip-makers routinely get rewarded).

[August 20, 2013 at 3:53 AM](#)[REPLY](#)**SandT** says:[REPORT COMMENT](#)

Great people on my show!

[August 20, 2013 at 3:53 AM](#)[REPLY](#)**Peter J** says:[REPORT COMMENT](#)

looking forward to next season of your demolition!

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Congrats!

[August 20, 2013 at 3:53 AM](#)[REPLY](#)**NatureL** says:[REPORT COMMENT](#)

looking forward to see great new shows.

[August 20, 2013 at 3:57 AM](#)[REPLY](#)**Dotty** says:[REPORT COMMENT](#)

worked for the company and loved everyone there... good luck!

[August 20, 2013 at 3:57 AM](#)[REPLY](#)**SJP** says:[REPORT COMMENT](#)

congratulations

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Great!

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I hope things go very well!

[August 20, 2013 at 3:57 AM](#)[REPLY](#)**DaveWrites** says:[REPORT COMMENT](#)

congrats.

[August 20, 2013 at 3:57 AM](#)[REPLY](#)**ProducerStar** says:[REPORT COMMENT](#)

congratulations

[August 20, 2013 at 3:57 AM](#)[REPLY](#)**Sue White** says:[REPORT COMMENT](#)

Congratulations Mike Who

[August 20, 2013 at 3:57 AM](#)[REPLY](#)**Rena Moretti** says:[REPORT COMMENT](#)

Are we supposed to be impressed by those fake posts from "people" pretending to be friends/colleagues who really have had it?

If you really knew them and weren't working for them, you'd call or email them... it's that simple.

You're not fooling anyone.

[August 20, 2013 at 3:57 AM](#)[REPLY](#)**Rena Moretti** says:[REPORT COMMENT](#)

@Sue White: Sir, you're working for the company and putting down saying "I have the company" ... That's exactly what I thought. Thanks for confirming... :)

As usual, you're not fooling anyone (at least you're not trying any longer :)

August 26, 2013 at 11:11 AM
Sue White [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Who is this???? Of course you want to let everyone know what a great company you work for and how great the people you work with. The company will come later. Obviously you are not in the business ...

August 26, 2013 at 11:14 AM
Elaine Eckdale [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

They are lucky to have you on board Mike Aho, corporate, BM

August 26, 2013 at 11:21 AM
Rena Moretti [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

On the producers of one of TV's biggest hits is bankrupt...
either this is funky accounting, or fraud on a massive scale...

August 26, 2013 at 11:40 AM
SJP [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Great people, sure they will all make this a success.

August 26, 2013 at 11:48 AM
the Dancer [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Congratulations!

August 26, 2013 at 11:51 AM
Rena Moretti [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Congratulations for doing bankrupt!!!
I know this is Hollywood, but really...

August 26, 2013 at 11:52 AM
BJ [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Hopeing that wonderful things come to you on your new adventure.

August 26, 2013 at 11:58 AM
Rena Moretti [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Wonderful things || is another bankrupt!!!

August 26, 2013 at 12:01 AM
Sue [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Congratulations!!!

August 26, 2013 at 12:02 AM
AM [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

I'm so happy to see Jan doing well and the company she leaves behind with lots of pride. She did a great job and built wonderful things.

August 26, 2013 at 12:04 AM
Will G. [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Congratulations to Jan!!

August 26, 2013 at 12:04 AM
ed [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Be positive and make over a better world!!

August 26, 2013 at 12:07 AM
Greg [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Go Go!!

August 26, 2013 at 12:08 AM
SA [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Wonderful!!!

August 26, 2013 at 12:08 AM
Deb [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Congratulations!!!!!!

August 26, 2013 at 12:10 AM
FMA [Reply](#)

[REPLY](#)
[REPORT COMMENT](#)

Congratulations!

August 27 2015 at 9:05 AM
ed [s/p]

[REPLY](#)
[REPORT COMMENT](#)

Excellent, congrats!

August 27 2015 at 9:04 AM
SJ [s/p]

[REPLY](#)
[REPORT COMMENT](#)

Jennifer O'Connell is a wonderful tandem!

August 27 2015 at 9:04 AM
robert [s/p]

[REPLY](#)
[REPORT COMMENT](#)

John will do a fantastic job!

August 27 2015 at 9:02 AM
robert [s/p]

[REPLY](#)
[REPORT COMMENT](#)

Great job Jennifer!

August 27 2015 at 9:01 AM
Jeff [s/p]

[REPLY](#)
[REPORT COMMENT](#)

Congrats

August 27 2015 at 9:00 AM
R [s/p]

[REPLY](#)
[REPORT COMMENT](#)

That's two bad! Jennifer O'Connell is awesome! She will and nowhere attacking Tim's career!

August 27 2015 at 8:59 AM
Michael Street [s/p]

[REPLY](#)
[REPORT COMMENT](#)

Congrats Jen!

August 27 2015 at 8:57 AM
Réne Morotti [s/p]

[REPLY](#)
[REPORT COMMENT](#)

I know I'm getting boring, but "congratulations" for bankrupting a company with a massive hit!!!

I know the bar is low for executives in Hollywood where breathing and nodding seem to be the only qualifications needed, but it's not THAT low!!!

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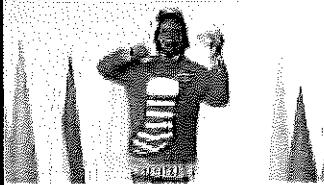
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"American Idol" producer Cain Media Group is undergoing a management overhaul as the company tries to hammer out a refinancing deal for more than \$300 million in debt. Jennifer O'Connell is exiting as the company's

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WRITER: KAREN

PRODUCER

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APRIL 25, 2018 | SHOWTIME

'American Idol' Producer Core Media Group Files for Chapter 11 Bankruptcy

By Cynthia Littleton

By Cynthia Littleton



CORE MEDIA GROUP™

Core Media Group, home of 19 Entertainment's "American Idol" and "So You Think You Can Dance," was expected to file Thursday for Chapter 11 bankruptcy protection in New York.

Core was part of the joint venture that 21st Century Fox and Adelphi Global Management entered in 2014 with the merger of Apollo's Endemol and Core with Fox's Shine Group. But Core continued to operate under a separate capital structure and was never integrated into what became Endemol Shine Group. Moreover, Fox was absolved from liability for Core's debts as part of the merger agreement as the company's deteriorating financial condition was evident at the time of the deal. Core was known to be shouldering at least \$300 million in debt as of last year but the total amount to be restructured was not immediately clear.

The bankruptcy filing is supported by two of Core's key lenders, Creative Partners and Trianium Capital, which will assume ownership of the company from Endemol Shine following the completion of the Chapter 11 process. Discussions about the Chapter 11 filing have been under way with lenders for about a year, a Core rep said.

RELATED



Core has battled by debt problems for more than two years. The company has missed interest payments on loans during the past year and had its credit rating downgraded by Moody's and Standard & Poor's. The rising cost of debt payments correlated with the decline in profitability of the company's core TV franchise. Fox's "American Idol," which measured a perfect 10 in "Total"

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Core Media TV Chief Jennifer O'Connell to Exit Amid Restructuring, Debt Relancing Push (EXCLUSIVE)

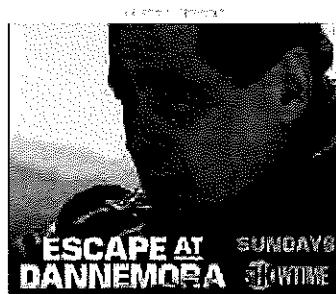
Following our earlier this month after 15 seasons on Fox, although the show remains active in international markets.

Core is home to two active unscripted production companies, Sharp Entertainment and B-17 Entertainment. Both of those companies are not included in the bankruptcy filing and are expected to proceed with business as usual during the reorganization. Sharp and B-17 will be part of Core Media Group post-bankruptcy.

Core Media Group is also the parent of 10 Entertainment, the management production company founded by Gilmore Miller, who is no longer associated with 10. Core predecessor CKX acquired 10 Entertainment in 2003 for about \$210 million. Apollo acquired CKX in 2011 for \$500 million.

In a statement issued in anticipation of Thursday's filing, the company emphasized that it expects to undergo a speedy reorganization. It also said that company management will remain intact under the direction of CEO Peter Hurvitz. The company at present has about 22 full-time employees, not counting production staff on its various programs.

"Core Media Group remains firmly committed to our mission as a global content and management company producing award-winning programming," the company said. "In late 2015, with the changing landscape and one of our flagship shows in transition, we proactively engaged in discussions with our lenders regarding balance sheet optimization alternatives and a strategic restructuring. The actions we are announcing today will help best position the company for the future, allowing for more flexibility and a platform for growth. Core's operating companies B-17 Entertainment and Sharp Entertainment are not part of the bankruptcy filing, they remain strong and will continue creating a wide variety of popular television shows for more than 20 broadcast, cable and digital networks. We expect to move through Chapter 11 expeditiously and have solicited the full support of our first and second lien lenders."



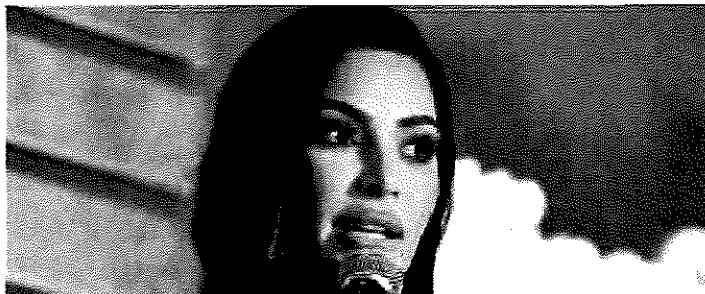
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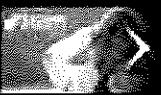
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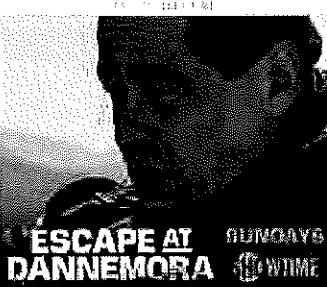


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